THE PRESIDENT OF PRESIDENTS.

OR,

One General Preſident for Common Aſſurances by Deeds:

Wherein there is an Extract of all the general Learning and Forms of Preſidents now extant.

Out of which you may be fitted for moſt Purpoſes and Caſes; and be able to find the Faults of any Conveyances, and ſo judge of your Right and Title to your Lands and Goods; here being (upon the matter) the Effect and Quinteſſence of all Books of this kind.

Of ſingular uſe and profit to all men.

By *William Sheppard*, Eſq;

The Second Edition, corrected and amended.

LONDON,
Printed for *R. Pawlet*, and ſold by *Tho. Burrell*, at the *Golden Ball* uuder St. *Dunſtan*'s Church in *Fleet-ſtreet*, 1677.

I do Allow of the Reprinting of this Book.

Feb. 3. 167$\frac{6}{7}$.

FRAN. NORTH.

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FERVNT NVTRICES
REGINÆ TVÆ
COLL REG
OXON
ROBERTVS CLERICVS
EGLESFIELD

TO THE READER.

My dear Country-men,

THE weightineſs of the Subject being that upon which all mens whole outward Eſtates depend, hath cauſed me to write this Treatiſe, to help in a Matter of ſo great importance. I have taken the pains here in this Work, to contrive and make up One Great

Great Preſident for Common Aſſurances by Deed, *in a new and untroden way and method; and the ſame very full, ſhort, and eaſie, ſerving almoſt to all Purpoſes and Caſes. And by this, adviſedly read, and well underſtood, as by a common Eſtandard you ſhall be able to try the validity and goodneſs, and finde the flawes and faults of a Conveyance already made or to be made, and ſo of your Right and Title to your Land and Goods thereby conveyed; and by this all perſons will be the better provided to put their Caſe to their Lawyer, or ſee to the making of their*

their own Conveyances. Now all this is made as a Copy written to your hands; and so made, that you may take it out, and write it as well as he that first made it; whereby you will not so much need the larger Treatises of this kinde, for herein you have (upon the matter) indeed the Marrow, Effect, and Quintessence of all Books of this nature, the main designe and labour hereof being to shew when a Conveyance is good, and wherein the defects thereof do lye: And if you follow the light of this Presi-dent, *you are sure your Conveyance is good, and there is*

no

no defect at all in it. Your friendly acceptance is all that is expected from

Your

Loving Countryman,

W. Sheppard.

The

The Preſident of Preſidents.

CHAP. I.

Of Deeds in General.

BEfore we come to the Preſident it ſelf, (for the making of way to it) we muſt of neceſſity premiſe in a few words ſomething of a Deed in general, and ſomething of the ſeveral kinds of Deeds: and then you ſhall have the great Preſident it ſelf, and after it a few ſpecial Preſidents attending it.

Deed what.

A Deed is an Inſtrument or Writing in Paper or Parchment, Sealed and Delivered, to teſtifie the Agreement of the Parties thereunto for the matter contained in it.

The kinds of it.

And of Deeds there are divers kinds, ſome of them are indented, that is, cut at the top or of either ſide: and this is the beſt way of making a Deed: and ſome of them are Poll, *i.* they are plain on every ſide and at the top. The Deed indented is ſometimes of two parts, and ſometimes of three parts, and ſometimes of more parts, and commonly every party to the Deed hath a part of the Deed: ſome of them are in the firſt perſon thus, Know all men by theſe

preſents, that I A. B. of, &c. have given, [or that we A. B. and C. D. have given, &c.] And it doth teſtifie, that one party only hath put to his Seal: and an Indenture thus made is good enough: And ſome in the third perſon thus, Witneſſeth, that A. B. hath given, &c. and a Deed Poll thus made is good enough: ſome Deeds are of matters of Grants, as Feofments, Gifts, Leaſes, and the like; and ſome of matter of Diſcharge; ſome are making or conſtitutive, as Feofments, Leaſes, Bonds, and the like; and ſome are marring, or remiſſory, and liberatory,

Sect. 1. as Releaſes and the like. The Writing making is that which hath in it ſome Agreement for ſome Debt or Duty to be paid, or ſome Fact to to be done or performed, as an Obligation, Bill, &c. The Inſtruments of Writing that are conſtitutive, are ſome of them creating, *i.* ſuch whereby any Eſtate, Property, Power or Obligation, not having any being before, is newly raiſed and created, as the firſt Grant of a common way, Rent, &c. Eſtate in Tail, for Life or Years, Waranty, &c. Or they are Conveying, *i.* thoſe by which Eſtates, Properties or Powers already made are conveyed to others, as Feofments, Aſſignments, Surrenders, and ſuch like. The Writing Remiſſory is that which doth contain an Agreement for the Releaſe or Diſcharge of ſomething formerly agreed to be done and performed.

The moſt ordinary Deeds are Deeds of Feofment, of Bargain and Sale, of Gift, or Grant, of Leaſe, of Exchange, of Surrender, of Confirmation, of Releaſe, Indentures to lead Uſes, a Cove-

Covenant to ſtand ſeized of Land to Uſes, Articles of Covenant, Obligations and Bills; but Revocations, Licences, Letters of Atturney, and divers other Inſtruments in Writing are called Deeds alſo. We ſhall ſpeak only to thoſe which are moſt ordinary and common. The Deeds of Feofment, Gift, Grant, Bargain and Sale, and Leaſes by which Land is uſually paſſed from man to man, have certain formal and orderly parts, which make up the whole. 1. The Premiſes, *i.* the fore part including the Exception and Recital with the Grants. 2. The *Habendum.* 3. The Covenants and Terms of the granting and holding of the thing granted; and in this is included the Reſervation, Condition, Waranty, Covenant, Letter of Atturny for Livery. 4. The Concluſion, In witneſs, *&c.* and the date which may be at the beginning or at the end of the Deed: but a Deed may be good, albeit it have not all theſe parts, and albeit they be not orderly placed. We ſhall open the parts of a Deed.

Premiſes what.

The Premiſes, which is all the forepart of the Deed to the *Habend. i.* To have and to hold. The Office of this part of the Deed is rightly to name and ſet down the Grantor and Grantee, and certainty of the thing granted, either by expreſs words, and that which is certain in it ſelf, or by that which by Reference may be reduced to a certainty: and within this part comes in properly the Exception and Recital, if there be any in the Deed.

Recital what.

The Recital is the ſetting down or Report of ſomething done before. The Exception is

the taking out of the Deed of ſomething granted before in it; and as to this part of the Recital there is nothing needful to be known but this, *i.* That however in caſe where one is to take a new Eſtate of the Kings Majeſty, and there be an old or former Eſtate in being of the thing before, there he muſt recite the former Eſtate in ſome Caſes; otherwiſe the Deed will not be good; yet in the Caſe of a common perſon no ſuch Recital is neceſſary, nor is it needful when a man is to derive a leſſer out of a greater Eſtate, or aſſign over a Term of years, that there ſhould be any Recital of the former Eſtate then in being, but it may be omited, howbeit if it be truely Recited, it is beſt to recite it. 2. If one do take upon him to make a Recital, he muſt take heed he do not miſ-recite, and miſtake; for if one make a new Deed with reference to an old Deed, let him ſee he do not miſtake; for ſome miſtakes are dangerous in theſe caſes. So if one grant a new Eſtate with reference to a former *Eſtate*. See *Chap.* 3. *Sect.* 4.

Exception what.

The Exception in a Deed is a clauſe thereof, whereby the Feoffor, Donor, Grantor, or Leſſor doth except ſomewhat out of that, which he had granted before by the Deed: and it is uſually made by one of theſe words, Excepted or Excepting, Beſides, Saveing, Save onely: and hereby the thing exempted paſſeth not, but it is divided from the reſt of the things granted. For the Rules concerning this, See the Preſident, *Chap.* 3. *Sect.* 5.

***Habendum* what.**

The *Habendum* is that part of the Deed which

which doth begin with, To have and to hold. And the Office hereof is to ſet down again the name of the Grantee, the Time, or Eſtate to be limited, and to what uſe. For the opening of this, See the Preſident, *Chap.* 3. *Sect.* 6.

The Reſervation or *Reddendum* in the Deed is a clauſe in the ſame, whereby the Feoffor, Donor, or Leſſor doth reſerve ſome new thing to himſelf out of that which he granted before. And it is commonly made by ſome ſuch word as this [Yielding, Paying, Doing, Reſerving, Finding.] And this doth alwayes reſerve ſomething which was not before, or abridge the Tenure of that which was before. See for the opening of this, *Chap.* 3. *Sect.* 7. Reſervation what.

The Condition in a Deed is a clauſe of Reſtraint, or a bridle expreſſed and annexed and joyned to an Eſtate, ſtaying and ſuſpending the ſame, and making it incertain, whether it ſhall take effect or no. Condition what.

And of theſe Conditions in Deeds are divers ſorts, for ſome of them are precedent to the Eſtate, and the condition muſt be performed e're the Eſtate can take effect. And ſome are ſubſequent, (that is) when the Eſtate is executed, but the continuance thereof dependeth upon the breach or performance of the Condition.

Some of them alſo are in the Affirmative, (that is) do conſiſt of doing: and ſome in the Negative (that is) they do conſiſt of not doing: ſome of them alſo are collateral, (that is) when the Act to be done is a collateral Act to the Eſtate, (as to pay ten Pounds, or the like) And Sect. 2.

ſome of them are inherent, (that is) annexed to the Rent or Eſtate. Some of them alſo are reſtrictive, and contain matter of reſtraint, as that the Leſſee ſhall not alien, or not do waſte. And ſome of them are compulſory, as that the Leſſee ſhall pay to the Leſſor ten pounds or loſe his Eſtate. Some of them are ſingle to do one thing onely: and ſome of them are copulative, to do divers things: ſome disjunctive, to do one of divers things. Some Conditions make the Eſtate whereunto they are annexed void, without Entry or claim. Others make them voidable only by Entry or claim. Some Conditions tend to deſtroy Eſtates, and ſome to make or to inlarge Eſtates: and ſome neither to make nor to deſtroy, but to clog Eſtates: as a Leaſe made rendring Rent on Condition, that if the Rent be not paid, the Leſſor ſhall enter and keep the Land till the Rent be paid. And Conditions of all theſe ſorts may be good in a Deed. See for the opening hereof, *Chap.* 3. *Sect.* 8.

Warranty what,

A Warranty in a Deed is a clauſe or Covenant made in it by the one party to the other, whereby the party Feoffor, Donor, or Leſſor doth for him, and his Heirs grant to warrant and ſecure Land granted to the Feoffee, Donee and his Heirs during the Eſtate, and it is uſually thus, I A. B. do grant, [or covenant] for me and my Heirs, that I and my Heirs ſhall and will warrant, and for ever ever defend to C. D. and his Heirs the ſaid premiſes againſt all men for ever. But ſee for this at large in the Preſident, *Chap.* 3. *Sect.* 9.

A Covenant in a Deed is the agreement or conſent of two or more expreſſed therein, whereby either, or one of the Parties doth promiſe to the other, that ſomething is done already or ſhall be done afterwards. Covenant what.

Covenants are ſome of them real, which is, where a man doth bind himſelf to paſs a real thing, as Lands or Tenements, as to levy a Fine of Land, *&c.* or when it doth run in the reality ſo with the Land, that he that hath the one hath the other, or he that hath the one muſt do the other; or it is perſonal, (that is) when it doth run in the perſonalty, and not with the Land, but ſome perſon in particular is to be charged with, or have benefit by it, as when one doth covenant to build or repair a Houſe. Covenants alſo are ſaid to be either inherent, (that is) ſuch as are converſant about the Land, as that the thing demiſed be quietly enjoyed, repaired, or the like, or collateral, (that is) about ſome collateral thing, that do nothing at all, or not ſo much concern the thing granted, as to pay money, or build an Houſe upon another mans ground, or the like. See for this in the Preſident, *Chap.* 3. *Sect.* 10.

The Letter of Atturney to make Livery of Seiſin in the Deed, is an authority given by the Deed, and by him that makes the Eſtate to ſome other perſon or perſons, to make the Livery of Seiſin to perfect the Eſtate made by the Deed. See alſo for this in the Preſident, *Chap.* 3. *Sect.* 26. Letter of Atturney what.

The concluſion is in the words, In witneſs whereof the parties have hereunto ſet their hands and ſeals. Concluſion what.

Sect. 3. Things neceſſary to be done to make a Deed good.

As to all kind of Deeds in general, theſe things are to be known, 1. That there are divers things neceſſarily required to the making of every Deed, without which it cannot be a good Deed: and as to this part, theſe things muſt be in the caſe of a Deed well made. 1. It muſt be written in Parchment or Paper legibly and formally. 2. The perſons that make the Deed muſt be able to make ſuch a Deed abſolute, and not diſabled by Law, as are infants, mad men, women in moſt caſes, that have Husbands without joyning with them, and the like. 3. That the perſons to whom the Deed is made be capable, and not diſabled by Law to take the thing given by the Deed, as Monks, Friers, Aliens, and ſuch like perſons. 4. A thing to be granted and paſſed. 5. And all this muſt be ſet down by ſufficient names in the Deed; for to every well made Deed there muſt be a Grantor, Grantee, and thing granted, and all theſe well expreſſed, and if either of theſe be wanting the Deed is void. If the man that be to ſeal it, be a man that cannot read himſelf, and he deſire to hear it read or the contents thereof declared to him, in this caſe before he ſeal it is neceſſary the ſame be truely read, or the contents thereof truely declared unto him by the party, or ſome other by his appointment. 7. That the Deed be then ſealed by him that makes it, or by ſome other by authority from him. 8. That after all this it be delivered as his Deed by him, or ſome other by authority from him. 9. That the ground or end of making the Deed be good and honeſt, and not to perfect ſome unlaw-

unlawful contract, made either by force or fraud. 10. Alſo in ſome caſes to make a Deed good, and an Eſtate to paſs by it, ſome other ceremonies, as Inrolement, Atturnment, and Livery of Seiſin, are neceſſary. 11. In moſt caſes alſo the agreement and acceptance of him to whom the Deed is made is neceſſary.

Sect. 4.

We ſhall ſay ſomething to all theſe things in order one after another. And firſt of the writing of a Deed, for the opening of the learning whereof theſe things are to be known. 1. The Writing muſt be upon Paper Parchment, for Deeds may not be made in Linnen, the Bark of a Tree, or any other ſuch like thing. 2. It muſt be all written before it be Sealed and delivered; for to inſert any thing into a Deed, after it is finiſhed, ſealed, and delivered, is dangerous, for it makes the Deed void. 3. It may be written in any hand, Text, Court-hand, Roman or Secretary. And it may be written in any other Language, as well as in the Engliſh Language. 4. The writing crooked or beſides the Lines will not hurt the Deed, nor any alteration, raſure or interlining made before the Delivery: although regularly ſuch ought to be taken notice of by ſome indorſement: nor will falſe and incongruous *Latine* or *Engliſh* hurt a Deed if the ſenſe and mind of the parties can be clearly diſcerned by the words. 5. The matter written muſt for the ſubſtance thereof be legal and orderly. 6. It is not material whether it be in the firſt or third perſon, ſo as the words be aptly applyed. 7. Nor is it neceſſary, that every Deed have all the parts of a Deed before

Writing.

Latine.

Raſure.

fore named, Premiſſes, *Habendum*, *&c.* for a Deed may be good without any *Habendum*, and albeit the parts be placed otherwiſe than as is before ſet down. 8. It may be good without a concluſion, In witneſs, *&c.* 9. It may be good albeit it mention no time or place of Date or Making, or it have a falſe or impoſſible Date. 10. And albeit there be no mention made of the Sealing and Delivery, yet if in truth it be ſealed and delivered, and the Sealing and Delivery can be proved, it is good enough.

Concluſion.

Date.

Sealing and Delivery.

The parties to the Deed.

As to the ſecond thing, the ability or capacity of the perſons that make the Deed, theſe things are to be known. 1. That any perſons natural male or female by birth as native Subjects, or making as Aliens naturalized, or politick as Corporations ſole, or aggregate of many not forbid by Law, may by common conſent give or grant by Deed. 2. But perſons attainted of Felony, or Treaſon, or in a *Præmunire*, Ideots, mad men, men deaf, blind, and dumb from their nativity, women covert without their husbands, infants, and ſome others, cannot make good Deeds of Gift or Grant, or any kind of Deed, except it be in ſome ſpecial caſes, and of ſome ſpecial things, but Baſtards, ſuch as are deaf, dumb, or blind, that have underſtanding and ſound memory, albeit they cannot expreſs their intentions otherwiſe than by ſigns, drunken perſons, excommunicate, outlawed perſons, theſe may make any Deed, as other men may do. 3. He that is diſabled to take by a Deed, is diſabled to give or Grant by Deed. 4. Joint-tenants, Tenants in common or Partners may

Diſability.

grant

grant away their parts to ſtrangers, and ſo they may by one kind of Deed or other one to another, See more of this in *Chap.* 2. throughout the *Chapter.*

And as to the third thing, the ability of the perſons to whom the Deed is made, this is to be known. 1. That regularly all men, and in all conditions may take by Deed, for it is for their profit. 2. Many that may not give or grant by Deed, may have or take by a Deed of Gift or Grant, as perſons attaint, Aliens, Infants, Women covert, Ideots, and ſuch like: but then in ſome of theſe caſes they themſelves, and in ſome caſes others may afterwards avoid the Deed, or take the profit of the thing given or granted from them. 3. He to whom the Deed is made muſt be a perſon in being at the time of the Deed made; otherwiſe he cannot take by it. See more in *Chap.* 2. *Sect.* *Chap.* 3. *Sect.* 4.

The thing granted, and Name of granting it.

As to the fourth thing, the ſubject, matter, or thing granted, this is to be known. 1. The thing to be given or granted by the Deed muſt be not only grantable in his own nature, but grantable by him that doth grant it. 2. All corporal and immovable things, ſuch as are Houſes, Lands, Woods, and the like, are grantable in Fee, in Tail, for Life or years, at firſt, and afterwards from man to man by Deed; but a Leaſe at Will is not grantable over. 3. Alſo incorporeal things, as Rents, Services, Advouſons, Preſentations, Reverſions, Remainders, Offices, Licences, Franchiſes, Commons, are grantable by Deed. 4. Chattels real and perſonal, as Leaſes for years, preſent or to come, the intereſt a man hath

hath in Land by Extent upon Statutes or Judgment, Oxen, Horſes, Plate, Houſhold-ſtuff, and the like are grantable; alſo Trees, Graſs, Fruit upon the Trees, Wool upon the Sheeps back, Money, Tithes, Deeds, and almoſt all things are grantable by Deed: but herein great warineſs muſt be uſed and had: for ſome of theſe things are grantable at the firſt in their creation, but not tranſmiſſible or aſſignable afterwards, and ſome of them are grantable and aſſignable over always. And ſome things may be granted entirely, but not in part, and other things may be granted entirely or in parts; and ſome thing may be granted to any body; but other things cannot be granted but to ſome ſpecial perſons: and ſome things that are incident to others, are not grantable without the thing to which they are incident. 5. The great Offices of Truſt, and Judicial Offices, Licences and Authorities after their firſt making and granting are not grantable or aſſignable over by Deed to others. 6. A bare poſſibility of an Intereſt which is incertain, a Rent, a Service, or other thing, that is wholly in ſuſpenſe, things in Action, and things of that nature, as cauſes of Suits, Rights and Titles of Entry, things that are

Sect. 5. *feræ naturæ*, as wilde Conies, Hares, Deer, or the like, are not grantable at all by Deed: ſo neither are Truſts and Confidences of Lands or Goods. 7. A Grant may be of a Moyety third, fourth, or fifth part of a Mannour or a Meſuage or Land, and that by the name of a Moyety, third, fourth or fifth part thereof. See more of this in *Chap.* 3. *Sect* 4.

As

As to the fifth thing, the right naming and deſcribing of the parties to the Deed, Grantor or Grantee, and the thing granted, theſe things muſt be known. 1. The names of the perſons and things are ſet down onely to diſtinguiſh, and to make the perſons and things certain; and therefore however itis beſt to deſcribe the perſons by their true, and proper names of Baptiſm and Sir-names and places of dwelling; and if it be a Corporation, by the true name, whereby the Corporation was made; yet miſtakes in this caſe, unleſs they be very groſs, will not avoid the Deed. 2. Care muſt be had in ſetting down of the names of Baptiſm, and Sirname of him to whom a Deed is made, a miſtake there is ſomewhat dangerous. 3. Any thing may be called and granted by Deed by a new name that it hath gotten and is called by of later times, for nine or ten years, albeit it be an improper name, and not the ancient name. 4. By the Grant of Land in poſſeſſion the Reverſion thereof will paſs well enough. 5. In the deſcription of the thing granted, it is beſt to do it exactly, and rather overdo it than do too little, and to do it plainly and perſpicuouſly. 6. If the names of the perſon Grantor, or perſon Grantee, or thing granted be altogether miſtaken, or there be ſuch incertainty in it that it cannot be by any means made certain, then the Deed is void: it is ſafe therefore to ſet down their certain names of Baptiſm, and Sirnames; with ſufficient additions of Place, Eſtate, Degree, Myſtery, or Occupation to diſtinguiſh them from other perſons of like name, as Duke, Marqueſs, Earl, Viſcount, Baron or Lord, which

Miſtakes of names of perſons or things.

which be names of Nobility and Honour, or Knight, Eſquire or Gentleman, which are alſo names of leſs Nobility or Honour; or if it be a Spiritual perſon, Biſhop, Parſon, Vicar, Clerk &c. or if it be another man, Yeoman, Husbandman, Artificer, Labourer, Baker, Brewer, Carpenter, or the like, or Merchant, Mercer, Woollen Draper, or the like. So if it be a Corporation or Body civil or politick, it is ſafe to ſet down by the name whereby it is made in the Charter. And for the thing granted to ſet it down by apt and uſual names, and by ſuch other accidents and circumſtances as may certainly deſcribe it, and diſtinguiſh it from all others, as Town, Hamlet and County, butting it at the ends, and binding it at the ſides, and ſaying, in whoſe occupation it is, &c. and all this in plain and common words. See more of this in *Chap.* 3.

Reading of a Deed to an illiterate man.

As to the ſixth thing, the reading of the Deed to an illiterate man, theſe things are to be known: 1. If the party that is to ſeal the Deed be a blind or illiterate man, and he deſire to hear the Deed read, or the contents thereof declared to him, and it be not done, and he after ſeal and deliver the Deed, this is not a good Deed. 2. If upon or without any ſuch deſire he to whom the Deed is made, or a ſtranger read the Deed, or declare the contents thereof falſly and otherwiſe than they are, the Deed will be void, at leaſt for ſo much as is miſread or miſ-declared. 3. If the party himſelf that is to ſeal and deliver the Deed before the ſealing of it cauſe another that is a ſtranger covinouſly to read it or declare the contents thereof falſly to him, of purpoſe to make

the

the Deed void, this will not hurt him. 4. And if the party that is to ſeal the Deed can read himſelf and doth not, or being an illiterate and a blind man doth not require to hear the Deed read, or the contents thereof declared, in this caſe albeit the Deed be contrary to his mind, yet it is good enough.

Sealing of the Deed.

As to the ſeventh thing, the ſealing of the Deed, theſe things are to be known. 1. If a Writing be never ſo well written before, and delivered afterwards, yet if it be not ſealed between the writing and the delivery, it is not a good Deed; but it is a good Deed although it be not ſigned by the party that does ſeal and deliver it. 2. If a ſtranger ſeal it by the allowance or commandment precedent, or agreement ſubſequent of him that is to ſeal it, before the delivery of it; this is as good as if the party himſelf had ſealed it. 3. If the party ſeal it with any Seal, or a ſtick that do make a print, this is good. And if a Corporation ſeal with another Seal beſides their common Seal, this is good enough. 4. If twenty be to ſeal a Deed, and they ſeal all with one Seal, and upon one peice of Wax, if they make diſtinct and ſeveral prints, it is good enough.

Sect. 6.

Delivery of a Deed.

As to the eighth thing, the delivery of the Deed, theſe things are to be known. 1. Delivery of a Deed is either actual, by deeds without words, or verbal, by words without deeds, or it may be by both: and by one or both of theſe ways it muſt be made, otherwiſe let a Deed be never ſo well made and ſealed, it will not be a good Deed: and therefore if the party to

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which be names of Nobility and Honour, as Knight, Eſquire or Gentleman, which are alſo names of leſs Nobility or Honour; or if it be Spiritual perſon, Biſhop, Parſon, Vicar, Clerk &c. or if it be another man, Yeoman, Husbandman, Artificer, Labourer, Baker, Brewer, Carpenter, or the like, or Merchant, Mercer, Woollen Draper, or the like. So if it be a Corporation or Body civil or politick, it is ſafe to ſet down by the name whereby it is made in the Charter. And for the thing granted to ſet it down by apt and uſual names, and by ſuch other accidents and circumſtances as may certainly deſcribe it, and diſtinguiſh it from all others, as Town, Hamlet and County, butting it at the ends, and binding it at the ſides, and ſaying, in whoſe occupation it is &c. and all this in plain and common words. See more of this in *Chap.* 3.

Reading of a Deed to an illiterate man.

As to the ſixth thing, the reading of the Deed to an illiterate man, theſe things are to be known. 1. If the party that is to ſeal the Deed be a blind or illiterate man, and he deſire to hear the Deed read, or the contents thereof declared to him, and it be not done, and he after ſeal and deliver the Deed, this is not a good Deed. 2. If upon or without any ſuch deſire he to whom the Deed is made, or a ſtranger read the Deed, or declare the contents thereof falſly and otherwiſe than they are, the Deed will be void, at leaſt for ſo much as is miſread or miſ-declared. 3. If the party himſelf that is to ſeal and deliver the Deed before the ſealing of it cauſe another that is a ſtranger covinouſly to read it or declare the contents thereof falſly to him, of purpoſe to make the

the Deed void, this will not hurt him. 4. And if the party that is to ſeal the Deed can read himſelf and doth not, or being an illiterate and a blind man doth not require to hear the Deed read, or the contents thereof declared, in this caſe albeit the Deed be contrary to his mind, yet it is good enough.

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Sect. 6.

Delivery of a Deed.

As to the eighth thing, the delivery of the Deed, theſe things are to be known. 1. Delivery of a Deed is either actual, by deeds without words, or verbal, by words without deeds, or it may be by both: and by one or both of theſe ways it muſt be made, otherwiſe let a Deed be never ſo well made and ſealed, it will not be a good Deed: and therefore if the party to

whom

whom it is made take it up or get it into hi
hands, it will be of no uſe to him. 2. A Dee
may be delivered by the party himſelf that dot
make it, or by any other by his appointment o
authority precedent or agreement ſubſequent
and when it is delivered by another that hat
good authority, and doth purſue it, it is as goo
as if it were delivered by the party himſelf: b
if he do not purſue his authority, then it is
therwiſe: and therefore if a Deed or the con
tents thereof be read or declared to him that
to ſeal it, and he (being illiterate) doth deliv
him to a ſtranger, and bid him examine him
and if it be ſo as it is read to him, then to d
liver it to him as his Deed, otherwiſe to re-d
liver it to him again that made it; if in th
caſe the Deed be in truth otherwiſe than it
read, and yet he, to whom it was delivered, ſha
deliver it as his Deed to him, to whom it is mad
this Delivery will not make the Deed goo
3. A Deed may be delivered to the party him
ſelf to whom it is made, or to the uſes withi
mentioned, or to any other by ſufficient autho
rity from him, or it may be delivered to an
ſtranger for, and in the behalf, and to the uſe o
him to whom it is made without authority
but if it be delivered to a ſtranger without an
ſuch declaration, intention or intimation, excep
it be in caſe where it is delivered as an Eſcrow
it is doubtful. 4. If the delivery of the Dee
be before, or after the Day of the Date of th
Deed, it is good enough; but if it be delivered
before it be ſealed, it is not good. 5. If afte
I have ſealed the Deed, I deliver it to him t
whom

Time of Delivery.

Manner of Delivery

whom it is made, or to ſome other by his appointment, and ſay nothing, this is a good Delivery: ſo if I take the Deed in my hand, and uſe theſe or the like words, Here take him, or This will ſerve, or I deliver this as my Deed, or I deliver him you, theſe are good Deliveries: ſo if I make a Deed of Land to another, and being upon the Land, I deliver him the Deed in the name of Seiſin of the Land; ſo if a Deed be ſealed, and lying in a Window, or on a Table, and I uſe theſe or the like words, There he is, Take it as my Deed, theſe are good Deliveries and good Deeds. 6. The Delivery of a Deed as an Eſcrow is, where one doth make and ſeal a Deed and deliver it to a ſtranger untill certain conditions be performed, and then to be delivered to him to whom it is made, to take effect as his Deed; and as touching this, theſe things are to be known. 1. The form of words uſed in ſuch a caſe muſt be carefully heeded, they muſt be after this manner, I deliver this to you as an Eſcrow, to deliver to the party to whom it is made, as my Deed, upon condition that he pay you twenty pounds for me, or that he deliver up the old Bond he hath of mine for the ſame money. [And ſo as the caſe is] or thus] I deliver this as an Eſcrow to you to keep untill ſuch day, &c. upon condition, that if he to whom the Deed is made ſhall pay me twenty pounds, &c. that then you deliver it to him as my Deed, or the like words; for if he when he doth deliver the Deed to the ſtranger ſhall ſay, I deliver this to you as my Deed, and that you ſhall deliver it to the party upon certain conditions, or I deliver it to you, as my Deed, to deliver it to him to whom

As an Eſcrow.

Sect. 7.

it is made, when ſuch a thing is done, in theſe caſes the Deed doth take effect preſently. 2. As theſe words muſt be uſed, ſo muſt the Delivery of the Deed be to a ſtranger, and not to the party himſelf to whom it is made; for if I ſeal a Deed and deliver it to the party himſelf to whom it is made, as an Eſcrow upon condition, &c. in this caſe let the form of words be what it will, the Delivery is abſolute, and the Deed ſhall take effect preſently, and the party is not bound to perform the conditions: but otherwiſe where the Deed is delivered to a ſtranger, and apt words uſed in the Delivery of it, it is of no force at all till the conditions be performed; and then it will take effect, as his Deed, whatever happen between the time of the Delivery and the condition performed. 7. Regularly there cannot be two Deliveries of one Deed; for where the firſt doth take any effect at all, the ſecond is void; as where an infant or man by Dureſs of Impriſoment do make, ſeal, and deliver a Deed, (in which caſes the Deed is not void but voidable) and after the infant being of full age, or the man impriſoned being at large doth deliver the Deed again the ſecond time, this will not make him good: but where it is meerly void by the firſt delivery, and doth take no effect at all, as a Woman that hath a Husband doth ſeal and deliver a Deed, and ſhe when ſhe is ſole after her Husbands death doth deliver the Deed again, by this means the Deed is become good: ſo where a Deed once good, afterwards becomes void by ſome accident, as by the breaking of the Seal, or the like; and the party ſeal it and deliver it again, by this means it is made good again.

Double Delivery of a Deed.

But

But the ſubſcribing of the parties Name or Mark that makes the Deed to it is not neceſſary, but it is very convenient, and the beſt way ſo to do it. Subſcribing of the parties Name or Mark not neceſſary.

As to the ninth thing, the ground or end of making a Deed, theſe things are to be known. 1. That a Deed may be well made, read, ſealed & delivered, and yet may be void, or at leaſt voidable for other cauſes, as when it is injuriouſly gotten by force, or diſhoneſtly by fraud, or by and upon ſome corrupt agreement, and for the opening hereof, theſe things are to be known. 1. That any Deed of Feofment, Gift, Grant, Leaſe, Releaſe, Confirmation, or Obligation, that is made or gotten by Dureſs. Dureſs. 1. Where one doth threaten another to kill or maim him if he will not make him ſuch a Deed, or doth impriſon him if it be not by due proceſs of Law, till he make ſuch a Deed; and thereupon he make ſuch a Deed; this is not a good Deed to bind the party that made it: and in this caſe to avoid ſuch a Deed there muſt be three things in the caſe: 1. There muſt be ſome threatning of Life or Member, or Impriſonment, or ſome Impriſonment or beating it ſelf of the party that is to make the Deed; for if it be onely a threatning to take or keep his Goods, burn his Houſe, or the like, this will not do it. 2. It muſt be a threatning, or impriſonment of the party himſelf that is to make the Deed, or of his Wife, for if it be a threat of beating onely of his Children, Father, any other *Friend*, or Servant, this will not make the Deed Void. 3. The threatning, beating or Impriſonment muſt be to this end, and hereupon it muſt be made: but if

a man be arrested and in Prison for good cause, and then and there make any Deed of Conveyance of Land, or of Obligation for Money to him at whose Suit he is in Prison, for his satisfaction, and his own enlargement, this is good enough, 2. A Deed made in pursuit and execution of an usurious Contract, which is such a Contract whereupon the Lender is sure to have in Money or Moneys worth, for the Loan of the thing above the Principal, more than after the rate of six pounds for the hundred pounds by the year, is void. 3. A Deed made containing the Grant of any thing with intent and of purpose to deceive and defraud one that shall afterwards buy the same thing, is void as to him that shall buy the thing. 4. A Deed made of any thing with intent and purpose to deceive and defeat Creditors of their just Debts and Duties is void, as to Creditors; where any such thing doth appear in the case, it is not safe to make any Deed about it, but with good advice. A Deed made for the buying and selling of several Offices is void by the statute of the 5 *Ed. 6. cap.* 16.

Usury.

Sect. 8.

Fraudulent Deeds.

Omission of Ceremony.

As to the tenth thing, the want of Ceremony; for this we are to know, that albeit a Deed be well made, as to all the particulars before named, yet it may be naught by lack of some other matter as Inrolment, Livery of Seisin, Attornment, or the like; for where these things are requisite the Deed of Feofment or Grant is not good untill it be done, neither for that thing which will not pass without that Ceremony, nor yet for that which otherwise, had it been alone, might have passed by the Deed. See *Chap.* 3.

As

As to the eleventh thing, the agreement and acceptance of him to whom a Deed is made, this is to be known. 1. Regularly where a Deed is made to a man of any thing without his agreement, it is good, and doth veſt the thing in him till diſagreement: but when he comes to know it, he may refuſe it, and ſo make the Deed of no force: as when a Leaſe for Years of Land, or Gift of Goods, or an Obligation is made and delivered to the uſe of one, and he when it is tendred to him doth refuſe it, and diſagree to it, this is void: but in caſe of Eſtates of Free-hold ſettled by Deed, there in moſt caſes the Wayver and Refuſal may not by Word or Deed in the Countrey unſettle it, but it muſt be in Court of record; herein therefore advice muſt be had. 2. If the party do once by his acceptance and agreement make the Deed good, he can never after refuſe it, and by diſagreement make the Deed void. 3. When once by his refuſal and diſagreement he hath made the Deed void, there regularly he can never after by his agreement make it good. But be well adviſed upon this laſt point.

Agreement or Acceptance,

We are yet further to obſerve, that a Deed well made may be marred by ſome accident after it is made: and for the opening of this point theſe things are to be known; 1. A Deed well made, if it be after the ſealing and delivery of it altered by Raſure, interlining, addition, drawing a Line through the words, though they be ſtill legible, or by writing new Letters upon the old Letters in any material part of it, by this it is made void. 2. Or if after the ſealing and delivery, the Seal happen to be broken off or utterly defaced, ſo that no print thereof remaineth; or if it be

Where a Deed at firſt good becomes void afterwards.

Raſure, interlining, &c.

broken off and glued or sowed on again, or the Wax heat and put on again, or the Labell broken off and sewed on again, by what ever means this be, unless it be by his means that made the Deed, unless it happen to be broke in Court, by this the Deed is marred. 3. If a Deed be delivered up or back to him that made it, to be cancelled, or it be agreed it shall be cancelled, and it be so, it is made void, but till it be cancelled it is in force. 4. A Deed may become void by the Judgement of a Court. But these things are not needful to be known in order to the well-making of Deeds: we pass them over, and come to our second general part, the special kinds of Deeds, being our second Chapter,

CHAP. II.

Of a Deed of Feofment, Bargain and Sale, Gift, Grant, Lease, Exchange, Confirmation, Release, Surrender, Indenture to lead the Uses of a Fine or Recovery, Covenant to stand seised to Uses, Articles of Covenant and Obligation.

Section 1.

WE shall now offer to the Conveyance-maker some light to guide him in the making of the several kinds of Deeds: and first in the making of a Feofment.

A Feofment by Deed, what.

A Feofment by Deed is the Gift or Grant of any Honours, Castles, Mannours, Messuages, Lands, Houses, or other corporal immoveable thing

thing of like nature, which be hereditable to another and his Heirs for ever, by Deed ſealed and delivered: the moſt proper words of making this are, Give, Grant, and Enfeoff; thus, Witneſſeth that the ſaid A.B. in conſideration of &c. hath given, granted and enfeoffed, and by &c. doth give, &c. to the ſaid C.D. &c. all that &c. to have, and to hold to the ſaid C.D. his Heirs and Aſſigns, to the uſe of the ſaid C.D. his Heirs and Aſſigns for ever. See *Chap. 3. Sect. 3. 6.*

But for the further opening hereof, theſe things are to be known. 1. This is the moſt ancient, and the beſt kind of Conveyance that can be made by Deed. 2. Albeit the moſt proper word to make it be [Enfeoff] yet it may be made by other words. 3. All the things requir- to the well-making of all Deeds in general, as writing, ſealing, &c. Parties Grantor, Grantee, &c. are required to the well-making of this Deed, as Feoffor, Feoffee, &c. 4. No Feoffment can be made of ſuch things whereof Livery of Seiſin cannot be made, as Rents, Reverſions, Services, Advouſons in groſs, and the like, which lye not in Livery, but of things that do lye in Livery, as Houſes, Lands, &c. and yet ſuch things as lye not in Livery may paſs by the Deed of Feofment made of the thing to which it is incident; alſo thoſe things that lye not in Livery will paſs by Grant, and by the word Give and Grant. 5. It is good to make a Warranty and Covenants in this Deed, but the Deed is good without any of them. 6. No Deed of Feofment can be good to paſs any thing by way of Feofment onely, but where a Livery of Seiſin is duely

Things required to make this Deed good.

Livery of Seisin.

made and executed upon it. This therefore being necessarily required in this case, ere we go further we must speak something to it, and shall

What it is.

open three things: 1. What it is, and the kinds of it. 2, In what case it is necessary. 3. By whom, to whom, when, where, and before whom, and how it must be made and done.

Livery of Seisin is a Ceremony in the Common Law used in the Conveyance of Lands or Tenements, whereby the Estate and Possession thereof is given from one man to another, and

The kinds.

of this there are two kinds: 1. A Livery in Deed, which is where the Feoffer, Donor, or Lessor, by himself or another taketh the Ring, or Latch, or Key of the Door of the House, or a Turf or Twig of the Land, and delivereth the same upon the Land unto the Feoffee, Donee, or Lessee, in the nature of Seisin of the House, or Seisin of the Land: and this is and may be done, either by the parties themselvs where they be present, or if they be absent it may be done by their Atturney or Atturneys.

Livery in Law.

2. Livery in Law, which is where the party to the Deed delivereth the Deed in veiw of the Land granted, and doth use these or any such like words, Go enter and take the Land according to the Deed, or Take the Land, and God give you joy of it, or I deliver you this Deed in the name of Seisin. But in this case the Land must be in the Grantors own possession.

2. For the second thing, where this is necessary, these things are to be known: 1. Livery of Seisin is needful, and must be made in all these following cases; 1. Where any Estate in

Fee-

Fee-ſimple, Fee-tail, for a mans own or anothers Life is made of any Corporal Lands or Tenements. 2. Where a Leaſe is made of Land for Years the Remainder to a ſtranger in Fee-ſimple, Fee-tail, or for Life, there it muſt be made to the Leſſee for Years, or elſe nothing will paſs to him in Remainder, yet the Leaſe for Years, is good. 3. Where a Leaſe for Years is made of Land upon condition, that if ſuch a thing be done the Leſſee ſhall have the Fee-ſimple of the Land, here the Leſſee muſt have Livery before his Entry, or his eſtate will not increaſe. 4. Where the King had made a Feofment of the Land he had in the Right of the Dutchy of *Lancaſter*, that was not within the County Palatine. And in all theſe caſes if no Livery be made, nothing of the Freehold eſtate doth paſs but at will. Where needful or not.

2. Livery of Seiſin is not needful in all theſe following caſes; 1. Where any Free-hold Eſtate ariſeth and is created by matter of Record. 2. Where it is created and ariſeth by a Covenant and raiſing of a uſe thereby. 3. When an Entery of Freehold is made by way of Exchange, Indowment at the Church-door, or by the aſſent of the Father, or by way of Surrender, or by way of Device, or by way of Releaſe, or by way of Confirmation. 3. Where the Eſtate comes by way of Increaſe, or Executory Grant, as where the Fee-ſimple is granted to the Leſſee for Life, or Years in Poſſeſſion. 4. Where any incorporeal Hereditaments, ſuch as are Reverſions or Remainders of Lands or Rents, Commons, or ſuch like things, are granted in Fee-ſimple in Tail or for Life; for in ſome of theſe caſes there muſt be an Atturnment made, which is inſtead of a Li- Sect. 2.

Livery. 5. Where a corporal thing, as House or Land, doth belong to an Office, and the Office is granted by Deed, the House and Land pass as incident without Livery. 6. Where a Lease for Years only, though it be ten thousand Years, is made or granted. 7. Where the Fee-simple of Trees are granted. In all these last cases no Livery of Seisin is needful.

For the third thing, By and to whom, when, where, before whom, and how it must be done, these things must be known: 1. It must be made by him that makes the Estate, or in his absence by his Atturney, having sufficient authority in writing to do it for him: and it must be made to the party himself that taketh the Estate, or in his absence to his Atturney sufficiently authorized by him to take it. 2. For the time when, this must be done, these things must be known: 1. This Livery where it is necessary, must be made and done in the life-time of the parties, Feoffer, Donor, Lessor, Feoffee, Donee and Lessee; for whether it be done by the parties themselvs or by their Atturneys, it cannot be done after the parties be dead, nor can such a Warrant of Atturney be made so, to make Livery after the death of the Feoffor, Donor, &c. 2. If there be more Feoffees, Donees, or Lessees than one, and they all dye but one, Livery of Seisin may be made to that one. 3. It is safe to make it before the Feoffee, Donee, or Lessee enter; for some say it is not good, being made after he to whom the Deed is made hath entered upon the Land. 4. It must not be made before the Estate begin; as if a Lease for Years be made to begin at *Michaelmas*, with a remainder over,

Who must do it, and to whom.

When it must be done.

Livery

Livery of Seisin may not be made before *Michaelmas*. 3. For the place where it must be done, these things are to be known: 1. When a Feoffment is made of House and Land, the fittest place to make Livery is in the House, and at the Door of the House. 2. When it is made of divers Closes or parcels of Land, there it may be made in any one Close or peice of the Land. 3. When it is made of a Rectory or Parsonage, there the fittest place is the Parsonage-House; and if there be no House upon the Glebe, or if there be neither, it may be made at the ring of the Church-door. 4. If a Feoffment be of a Mannour, the fittest place is the Mannour-house, if there be any, or if not, upon some part of the Demesnes. 5. If an Estate be made of divers pieces of Land in divers Villages in the same County, in this case the making of Livery of Seisin of and in any part thereof in the name of all the rest, or of one parcel, according to the Deed, albeit he doth not say, In the name of, *&c.* sufficeth for all, if all the pieces be in the Grantors possession, and out of Lease. But if the peices of Land lye in divers Counties, or in the same County, and they be in Lease, or out of the possession of the Feoffer, *contra*; for in that case the making of Livery in one part in the name of all the rest, is not sufficient for the rest; for in this case it is requisite that Livery of Seisin be made upon and in some of the Lands in both Counties, and upon every parcel of Land that is out of possession, or at least in some parcel of the Land in the occupation of every several Tenant. 6. If I be seised of one Acre in Fee, and of another Acre for life

Where it must be done.

Life, and I make a Feofment of both Acres, a
make Livery of Seisin in that Acre whereof I a
seised in Fee, in the name of both Acres, in t
case it seems this sufficeth to pass both the Acr
but if I be seised of one Acre in Fee, and p
sessed of another Acre for Years, and I mak
Feofment of both Acres, and Livery of Sei
in that Acre only whereof I am seised in Fee,
the name of both the Acres, *contra*; for this is as
I make a Feofment of Land whereof I am seise
and of other Land whereof I am not seised,
7. If I be seised of two Acres of Land, and let o
of them for Years, and then make an Estate
both them to another, and make Livery of Se
sin in that I have in possession, in the name of bo
the Acres, this will not serve to pass the other A
cre, but Livery must be made in that Acre al

For the persons to be, or not to be present at it.

4. For the persons to be or not to be present
it, this thing only is to be known, That in t
making of every Livery all the persons that ha
any lawful Estate and Possession in the thi
whereof the Livery is made, as Lessees for Li
Years, and such like, must joyn in the making of
or be for that time whiles it is in doing absent, an
removed from off the Land: but the presence
the Feoffor, Donor, or Lessor, a little while upo
the Land after he hath made Livery of it, will n
hurt the Livery.

The manner and order of doing it.

5. For the manner and order of making of th
Livery, these things are to be known: 1. A
Livery may be well made by words without an
Act or Ceremony at all, but it cannot be goo
by any Act or Ceremony alone, without word
howbeit that Livery that is made with some Ac

or Ceremony is the beſt. 2. The moſt uſual form and beſt manner of making of Livery of Seiſin, is thus, that the Feoffor, Donor, *&c.* and the Feoffee, Donee, *&c.* if they be preſent, or in their abſence their Atturneys or Servants that have authority do come to the Door, Back-ſide, or Garden, if it be a Houſe; if not, to ſome part of the Land where Seiſin is to be delivered; and there in the preſence of many good Witneſſes, do ſhew cauſe of their meeting, openly and plainly do read the Deed, or declare the contents thereof. And of the Letter of Atturney, (if there be any) and then the Feoffor, *&c.* or his Atturney (if it be a Houſe) do take the Ring, Latch, or Haſp of the Door, (all the People, Men, Women and Children being out of the Houſe) or if it be of a peice of Ground) do take a Clod of the Ground, or a Bough, or Twig of a Tree, or Buſh growing thereupon, and (all the people being out of the Ground) the ſame Ring, *&c.* Clod, Bough, *&c.* with the Deed do deliver to the Feoffee, Donee, *&c.* or to his Atturney, and in the Delivery hereof do uſe theſe or ſome ſuch like words, *viz.* I deliver theſe to you in the name of Seiſin of all the Lands and Tenements contained in this Deed, To have and to hold according to the form and effect of the ſame Deed; or I deliver you Seiſin, and Poſſeſſion of this Houſe or Ground, in the name of all the Lands contained in the Deed, according to the form and and effect of the Deed. And then if it be a Houſe, the Feoffee, *&c.* doth enter in firſt alone, and ſhut to the Door, and then he doth open it and let in others: and if the Feotment, Gift, or Leaſe be made without Deed,

then

then they do and muſt withal expreſs the very E
ſtate it ſelf, which the Feoffee, Donee, or Leſſ
is to have; as for Example, the Feoffor, Don
or Leſſor muſt come to the Houſe or Land whi
is to be granted, and where Livery of Seiſin is
be made, and there muſt by apt words grant t
Houſe or Land to him that is to have it in Fe
ſimple, or in Tail, or for Life, (as the agre
ment is) and in Seiſin thereof muſt deliver hi
the Ring of the Door, or a Turf or Twig off t
Land: and if the Feoffment, &c. be made
Indorſement, writing, then it is wiſdome to endorſe, and
down on the back of the ſame, how, when, a
where the ſame is made, and the names of t
Witneſſes thereunto. But a Livery of Seiſ
that is not ſo exactly made, may be good no
withſtanding: and therefore if the Feoffor, D
nor, &c. or his Atturney, take any thing e
that comes from off the Land, as a Stone,
the like, and therewithal doth make the Livery
Seiſin; or if he take a Turf or Twig from
another mans Ground, and not from the ſa
whereof Poſſeſſion is to be given, and deliver th
upon the Ground in the name of Seiſin; or if
take a peice of Silver, or Gold, or a Rod, Sti
or the like, and deliver this upon the Land
in the name of Seiſin, all theſe are good Deli
ries of Seiſin and Poſſeſſion. So, if the Feoff
&c. be at the Door of the Houſe, or by the La
or in the Houſe, or upon the Land, and after
hath delivered the Deed, he ſay to the Feoff
Donee, &c. (Here I deliver you Seiſin and P
ſeſſion of this Houſe or Land in the name of S
ſin and Poſſeſſion of all the Lands and Te
ments contained in the Deed,) or (Have and

joy this House or Land according to the Deed) or (Enter into this Land or House, and God give you joy of it) or (I am content you shall enjoy this Land) in all these cases there is a good Livery of Seisin, and so of the like.

3. If I being seised of a House in Fee, make a Feofment of it, and of divers Lands, to a man then present with me in the same House, and there deliver him the Deed in the name of Seisin of all the Land contained in the Deed; in this case this is a good Delivery of the Deed, and a good Livery of Seisin also, albeit I continue in possession of the House still, and go not out of it. And if I be Lord of a Mannour, and lying sick within some part of the Mannour, I make a Feofment of the Mannour, and deliver the Deed to the Feoffee, saying to him, I will that you take Seisin presently, and thereupon command all my Tenants of the Mannour to atturn to him, and they do so, this is a good Livery of Seisin. So if I make a Deed, and after I have read it, being upon the Land, I deliver it to the Feoffee, Donee, *&c.* and say, Here I deliver you this Charter as my Deed, in the name of Seisin of all the Lands therein contained, or the like, this is a good Delivery of the Deed, and of Seisin: but if I do only seal, and deliver the Deed upon, or in view of the Land, without saying or doing any more, this will not amount to a Livery of Seisin; and therefore if a man make a Feofment with a Letter of Atturney to give Livery of Seisin, and then he delivereth the Deed upon the Land, this is no good making Livery of Seisin. And so also if there be no Letter of Atturney.

4. If

4. If divers parcels of Land be conveyed, and Livery of Seisin is made in one, or there be divers Feoffees, and Livery of Seisin is made to one of them according to the Deed, without using any more words, this is good: but the best form and order of making of Livery, is to add these words, (In the name of all the rest, *&c.*)

5. And the Livery being thus made it will be safe to enter it upon the back-side of the Deed, as is set down in the President afterwards in *Chap.* 3 *Sect.* 26.

Sect. 2.

Bargain and Sale by Deed, what.

A Deed of Bargain and Sale is said to be that Instrument whereby the property of one thing is transferred to another upon valuable consideration: and the most apt words to be used in this Deed, is Bargain and Sell, thus, Witnesseth that the said A. B. in consideration of ten pounds to him paid by C.D. hath bargained and sold, and by, *&c.* doth bargain and sell to the said C.D. *&c.* all that, *&c:* To have and to hold to the said C.D. his Heirs and Assigns for ever. See *Chap.*2 *Sect.* 3. 6.

Of what.

For the opening hereof these things are to be known: 1. Almost all things immovable and movable, as Mannours, Lands, Rents, Reversions, Commons, Tithes, Profits of Court, Trees, Corn, Grass, Cattel, Houshold-stuff, and the like, are transmissible from man to man by this kind of Conveyance: and Lands and Tenements are grantable by it in Fee, for Life or Years.

How.

2. In the making of this Deed for Land, this must be heeded: 1. The very words Bargain and Sell are not necessary to be used, but other words

as Alien, Grant, or the like words may do as well, or it may be done by a Covenant to ſtand ſeiſed to the uſe of the Buyer. 2. If it be for Land it muſt be by *Deed* indented, and it cannot be made by a Poll Deed. 3. If it be for Land, there muſt be ſome good conſideration given, or at leaſt ſaid to be given for the Land; and therefore ſuch a Deed made [for divers good conſiderations, [or for great and valuable conſiderations] or in conſideration that the Bargainee is bound for the Bargainor, and for divers other good cauſes] theſe are not good Conveyances: but if Money or other conſideration in truth be given, albeit it be not expreſſed in the Deed, it is good enough: and if Money be ſet down to be paid upon the Deed, where in truth no Money was paid, yet this is good enough. Alſo if the Deed ſay, [In conſideration of a certain Sum of Money, or for a competent Sum of Money,] theſe are good conſiderations. See *Chap.* 3. *Sect.* 2. Conſideration.

4, If it be for Land in Poſſeſſion or Reverſion, there needs no Livery of Seiſin or Atturnment to perfect it, for it is good without it 5. But where it is to paſs Land for any Freehold Eſtate, the Deed muſt be enrolled in one of the four Courts at *Weſtminſter*, or in the County where the Land lyeth, before the *Cuſtos Rotulorum*, two Juſtices of Peace and the Clerk of the Peace within ſix Moneths: and as to this theſe things muſt be known. 1. The Inrolment upon ſuch a Deed to make this Eſtate good, muſt be in Parchment, for an Inrolment in Paper is not good. 2. The Deed muſt be indented that is inrolled. 3. It muſt be inrolled within ſix Livery of Seiſin, Atturnment. Inrolment of a Deed.

Moneths of the Purchaſe or Sale: and this account muſt be. 1. From the Date, and not from the time of the Delivery of the Deed. 2. After eight and twenty Days to the Moneth, and no more. 3. The day of the Date muſt be taken excluſively, and not for one of the Days of the Moneths: and yet if a Deed be inrolled the ſame Day it bears Date, it is good. 4. If it be inrolled any part of the laſt Day of the ſix Months, it is ſufficient, 5. And ſo it may be inrolled, albeit either of the parties dy within the time of the ſix Moneths. 6. No ſubſequent Act will help in this caſe to make it good if it be not inrolled; ſo that if one do by words of Bargain and Sell only grant a Reverſion, and the Deed is not inrolled within the time, and after the Tenant doth atturn, this will not help. 6. And if it be not inrolled, it is of no force at all; ſo that if one ſell the Land and Trees upon it by ſuch a Deed, and it is not enrolled, albeit the Trees might have paſſed by a Deed without Inrolment, yet in this caſe the Deed being naught; for the Land is not good for the Trees. 7. It being well inrolled, it ſhall relate to the time of the Delivery.

Relation of it.

3. A Deed of Bargain and Sale may be made of Leaſes, or Goods and Cattel, without all this ſolemnity, and alſo without conſideration: and for this take theſe things: 1. If a man do by his Deed bargain and ſell his Trees, Cattel, or any thing he hath beſides his Land, without any conſideration at all, this is good enough. 2. If ſuch a Deed be made of any Bargain and Sale of a Leaſe for Years of Land, or of Goods, thereit matters

matters not whether it be inrolled or not. 4. A Warranty, and Covenants may be inserted into this Deed, but the Deed is good without any such addition.

Section 3.

A Deed of Gift is said to be that Deed whereby Lands or Goods are passed from one man to another by way of Gift, wherein the word Give is commonly used, and so it is applyed to two kinds of Conveyances, the one where Lands are given or granted to another in Tail thus, Witnesseth that the said A.B. hath given and granted, and by these presents doth give and grant to the said C.D. all that, *&c.* to have and to hold to the said C.D. and the Heirs males of his Body on the Body of E.D. his Wife begotten. The other is to a Deed made for the passing of Goods from one man to another in cases where there is no Bargain or Sail, in this manner, Know ye that I A.B. have given and granted, and hereby do give and grant all my Goods and Chattels, *&c.* to have and to hold to the said C.D. his Executors and Assigns to his and their proper use and uses for ever: and in this last case the main thing to be taken heed of is, that there be no fraud in the case; for if any such Deed of Gift be made of any thing with intent and of purpose to deceive and defeat Creditors of their just Debts and Duties, or Lords of their Wardships, the Law doth judge this Deed void, as to and against such Creditors and Lords, but as to the party that makes it and all others it is good enough. See *Chap.* 2. *Sect.* 3, 6.

Gift by Deed what.

Fraudulent Deed of Gift.

Section 4.

A Deed of Grant is taken for the Conveyance

Grant by Deed, what.

or Gift by writing of such an incorporeal thing, as Rents, Reversions, Services, Advousons in gross, or such like thing as lieth in Grant, and not in Livery, and cannot be given or granted by word only without Deed, after this manner, Witnesseth that the said A.B. for, &c. hath given and granted, & by these, &c. doth give and grant to the said C.D. &c. the yearly Rent or Sum of of ten pounds of lawful, &c. issuing and going forth of all that Messuage, &c. and forth of all other his Lands, Tenements, and Hereditaments in D. aforesaid, to have, hold, receive, and enjoy the said yearly Rent or Sum of ten pounds, unto the said C.D. his Heirs and Assigns and to the use of the said C. D. his Heirs and Assigns for ever, payable yearly at the now dwelling House of the said C.D. at D. aforesaid, at the two usual Feasts, of, &c. by even portions, the first payment thereof to be made at the Feast of. &c. which shall be in the Year of our Lord, &c. or thus, of a Reversion, &c. Witnesseth that A.B. hath, &c. to C.D. &c. all that Messuage, &c. and the Reversion and Reversions thereof, the which Messuage is now in the occupation of E.F. and the said E.F. hath thereof a Lease for Years in being, to have and to hold the said Messuage, &c. to the said C. D. and his Heirs and Assigns for ever, to the use of the said C. D. his Heirs and Assigns for ever. Or thus, Hath, &c. the Reversion of all those his Lands and Tenements with the appurtenances in D. aforesaid, &c. See *Chap.* 2, *Sect.* 3, 6.

For the opening hereof these things are to be known: 1. All the things required to the well-making of Deeds in general before set down, as Wri-

writing, ſealing, &c. Partics Grantor, Grantee, &c. are required to the well-making hereof. 2. No Grant of a Signiory, Rent, or Reverſion can be good without the agreement of the Tenant in Poſſeſſion of the Land, which is called an Atturnment: this therefore being neceſſary in ſome caſes, we ſhall ſay ſomething to it, and lay down. 1. What it is, and the kinds thereof. 2. In what caſe it is neceſſary. 3. How it muſt be done. Atturnment.

Atturnment is the agreement of the Tenant of the Land to the Grant of the Signiory, or of a Rent, or of the Tenant in Tail, for life or Years, to the Grant of the Reverſion or Remainder made to another: and this is either actual, or verbal, or actual and verbal both: that which is actual is either implyed and in Law, or it is expreſſed and in Deed. 2. For the ſecond thing, where it is neceſſary, theſe things are to be known: 1. In all caſes regularly where the Grantee hath means to compel the Tenant to atturn, there the Atturnment is to ſome purpoſes needful; and therefore as to ſome purpoſes it is needful upon a Grant by Fine, though to other purpoſes it be not needful. 2. In ſome caſes Atturnment in Deed or in Law is abſolutely and to all intents neceſſary, as in the caſes following. Where one doth make a Leaſe for Life or Years of Land to one, and after doth grant the Reverſion or Remainder of the ſame Land to another by Deed in Fee-ſimple, Fee-tail, for Life or Years, in this caſe the Leſſee for Life or Years muſt atturn to him that hath the ſecond Grant. So, where the Lord doth grant his Signiory, or the Services of his Tenant by Deed in Fee-ſimple, Fee-tail, for Life or Years to a ſtranger, in this caſe the Tenant muſt

What it is.

Where needfull, or not.

Atturn. So, where the Lord of a Mannour doth make a Feofment of his Mannour, in this caſe the Services of the Tenants will not paſs without Atturnment. So, if another man have a Rent-ſervice, Rent-charge, or Rent-ſeck iſſuing out of my Land, and he doth grant this Rent to a ſtranger, in this caſe I muſt atturn to the ſtranger. And ſo in exchange, and many other caſes. 3. Atturnment is not neceſſary to any purpoſe in theſe following caſes: 1. Where a Reverſion or Rent is granted by Letters Patent, or other matter of Record, nor where it paſſeth by way of Uſe, Deviſe, Surrender, or come by way of Eſcheat, or Forfeiture, or Deſcent, or the like. So, in caſe of Extent. So, where Common out of Land, or Eſtovers, there needs no Atturnment. So, where the Reverſion of Copy-hold Lands is granted. So, in the caſe of Grants of Annuity. And ſo, in divers other caſes.

Who muſt do it, and to whom.

And for the third thing, How it muſt be done, theſe things muſt be known: 1. The next and immediate Tenant is the fitteſt to atturn. 2. The Husband muſt atturn for his Wife. 3. An Infant may atturn. 4. It muſt be made to him to whom the ſecond Grant is made, but if this ſecond Grant be to more than one, there an Atturnment to any one of them is good for them all. So, if the ſecond Grant be to a Tenant for Life with a Remainder in Fee, and the Atturment be to the Tenant for Life only, this is good to him in Remainder alſo.

When it muſt be made.

2. In all caſes regularly, where it is neceſſary, it muſt be made in the Life-time of the parties to the Deed, and cannot be made afterwards.

3. For

3. For the manner and order of doing it, this is be known: 1. If it be an expreſs Atturnment the Tenant muſt firſt have notice of the Grant of the Reverſion, Rent, *&c.* to which he muſt atturn, but otherwiſe it is of an Atturnment in Law. 2. Albeit it may be made by words without any writing, yet the beſt way is to make it by Deed. 3. Any words written or ſpoken by the Tenant that do import an aſſent & agreement to the Grant of the Reverſion, Rent, *&c.* in ſuch manner as the ſame is made after notice given to him thereof, whether it be in the preſence or abſence of the Grantee of the Reverſion, *&c.* will make a good Atturnment in Deed; and therefore if the Tenant after knowledg of the Grant uſe any words to this effect, *viz.* I do atturn, or I do turn Tenant to you, according to the Grant; or, I become your Tenant; or, I agree to the Grant; or, I am well content with the Grant; or, God ſend you joy of it: ſo, if after knowledge of the ſecoud Grant, he pay, do, or deliver all or any part of the Service or Rent before or at the time when the ſame is due to the Grantee, or give a Penny or Farthing, an Ox, or a Knife, or any ſuch like valuable thing in the name of Atturnment or of Seiſin of the Rent, theſe are good Atturment. 4. The implyed Atturnment which alſo doth amount to an expreſs Atturnment is made divers ways; for if the Tenant after notice of the Reverſion pay his Rent to the Grantee, or ſurrender his Eſtate to the Grantee, or pray in Aid of the Grantee, or accept a Grant of the Reverſion or Remainder from him that hath it, either of theſe Acts will make an Atturnment in Law, So,

Manner and order of doing it,

if I be ſeiſed of Land in Fee, and make a Leaſe for Life or Years; or, it be extended by a Statute or *Elegit*, and then I make a Feofment of this Land, and give Livery of Seiſin upon it, and ſo put out the Tenant, and after the Tenant (or one of the Tenants if there be many) reenter, this is good Atturnment in Law. So, if Leſſee for Life or Years after he have notice of the Grant ſubſcribe his Name as a Witneſs to the Sealing and Delivery of the Deed of Grant of the Reverſion to a ſtranger. But if he do it before he have notice of the Grant of the Reverſion, this is not a good Atturnment in Law. 5. If the Grant be abſolute, and the Atturnment on condition, the Atturnment be but to part of the things, or for part of the time, this is good Atturnment for the whole thing, and whole time, as an Atturnment by one may be good for others, or to one may be good to others. 4. It is good to endorſe the expreſs Atturnment on the back of the Deed after this manner, *Md.* that the within named E. M. being Tenant for term of Life of the ſaid Mannour of L. and other the Lands expreſſed in this Indenture did the firſt Day of *June* 1655. atturn to the within named J. B. according to the effect of the Grant mentioned in the ſaid Indenture; and for proof thereof, did give unto the ſaid J. in the name of Atturnment the Sum of Four Pence of uſual *Engliſh* Money, in the preſence of theſe perſons whoſe names are ſubſcribed, A. B. C. D. *&c.* or thus, by divers Tenants *Memorand.* that the perſons whoſe Names are ſubſcribed, the firſt Day, *&c.* did atturn and become Tenants unto the within named E. B. and M. his

Indorſement of it.

M. his Wife, according to the purport of the Leaſe within mentioned; and for proof thereof, every one of them did give unto the ſaid E. one Penny in the Name of Atturnment.

Section 5.

A Deed of Leaſe, or Leaſe by Indenture or Writing (oppoſed to, or diſtinguiſhed from a Leaſe-Parol, or Leaſe by word of mouth without writing) is properly, where one doth by Deed demiſe or let Lands, Rent, Common, or other Hereditament to another for a leſſer time than he that doth let it hath in it. For when a Leſſee for Life or Years doth grant over all his Eſtate or Time unto another, this is more properly called an Aſſignment than a Leaſe. And the moſt apt words for making of this Deed are, Demiſe, Grant, and Let, but many granting, will not admit his words Demiſe and Grant but only leaſe, betake *&c.* thus, Witneſſeth that the ſaid A. B. in conſideration of, *&c.* hath demiſed, granted, and letten: and by theſe, *&c.* to the ſaid C. D. all that, *&c.* to have and to hold to the ſaid C. D. and his Aſſigns for the term of his natural life, [or, to have, *&c.* to the ſaid C. D. and his Heirs, during the natural Lives of E. F. and G. and during the life of the longeſt Liver of them, [or thus, to have, *&c.* to the ſaid C. D. his Executors, Adminiſtrators, and Aſſigns, from henceforth, or from the date, Day of the date, or a Day paſt or to come: for, and during the term of one and twenty Years fully to be compleat and ended, [or thus, For and during, *&c.* if E. F. of, *&c.* G. and H. or either of them ſhall ſo long live. See *Chap.* 2. *Sect.* 3.

Leaſe by Deed, what.

Aſſignment.

This

The kinds.

This Leaſe may be made either for Life, (that is) either for the Life of the Leſſee, or another, or both, or for Years, and it may be made for a certain number of Years, as ten, a hundred, a thouſand, or ten thouſand Years, or for Moneths, Weeks, or Days, as the Leſſor and Leſſee do agree. And ſome of theſe Leaſes for Years do begin in preſent, & ſome at a Day to come; this at a Day to come is called *Intereſſe termini*, that is, an Intereſt of a Term; or it may be made at will, that is, at the will and pleaſure of the Leſſor, or at the will and pleaſure of the Leſſor and Leſſee together. For the further opening hereof, we are to conſider theſe things: 1. Who may make Leaſes, to whom, and what Leaſes ſuch perſons may make. 2. What other things are required to the making of a Leaſe good. For the perſons that make the Leaſe, theſe things are to be known: 1. Some Leaſes are made out of the Primitive Eſtate of the Leſſor, and upon that freedom that the Law gives him to make ſuch a Leaſe, as Leaſes made by him that hath a Fee-ſimple Eſtate in his own Right; and ſome Leaſes are made and derived out of another Eſtate by a ſpecial power given to the Leſſor, either by Act of Parliament, or the agreement of parties: and ſo Leaſes are made by Tenant in Tail, and ſuch as have Land in the Right of another, and by ſpecial Proviſo in a Deed. 2. Any man ſeiſed of a Fee-ſimple Eſtate of Land in his own Right, may make what Leaſe for Life or Years he will of it. He that hath an Eſtate Tail of Land can make no good Eſtate of it by Deed without a Fine or Recovery by the common Law, for longer time than his own Life. But by ſome ſpecial power given by

Intereſſe termini.

Things required to make this Deed good, In reſpect of the Leſſor and his Eſtate, and the Leſſee and thing leaſed.

a Statute-Law he may make Leaſes for longer time. He that hath an Eſtate for his own or anothers Life, may make what Leaſe for Years he will of it, and it will be good as long as the Leaſe for Life doth laſt. He that hath a Leaſe for Years of Land may make a Leaſe of it for all or part of his time. The Tenant for Life or Years of Land may aſſign it over for all his time. But if the Leſſee for Life or Years of Land ſhall make a Feofment in Fee, or Leaſe for Life of another, or any greater Eſtate than he hath, and perfect it by Livery of Seiſin, (as he muſt) this is dangerous, for by this he may forfeit his Eſtate for Life or Years. 3. If an Infant make a Leaſe for Years, rendring Rent, this is only voidable, and he may make it good by acceptance of the Rent when he is of full age. 4. Jointtenants, Tenants in Common, and Parcenours may at their pleaſures make Leaſes for Life or Years of their own parts to ſtrangers. And one Parcenour or Tenant in Common may make a Leaſe of his part to his Companion. 5. Mortgagor and Mortgagee totogether of Land may make any Leaſe of it. 6. The Husband may make what Leaſe he will of his wives Land, to bind himſelf and all others except his Wife and her Heirs. 7. The Leſſor and Leſſee together may joyn and make a Leaſe to a third perſon. 8. One may make a Leaſe by a ſpecial power given by an Act of Parliament, or by a Proviſo in a Conveyance of uſes, ſuch as is in *Ch.* 4 *Sect.* or by a Warrant of Atturney, but in all theſe caſes he muſt be ſur to purſue his authority ſtrictly, for if he vary ever ſo little from it, the Leaſe will not be good. 9. The Tenant in Tail in his own

Forfeiture.

Infant.

By Tenant in Tail.

own Right of Land may make any Lease by Deed for Life or Years of it, so as these conditions be observed in the Lease: 1. It must be by Deed indented, and cannot be by Deed Poll. 2. It must begin from the making, or from the Day of the making of it, and cannot begin at a Day to come. 3. If there be an old Lease in being at the time of making of this new Lease, the old Lease must be surrendred, or within a Year of ending, when the new Lease is made, and this Surrender must be absolute and real, not in shew only, or conditional. 4. There must not be two Leases in being of the Land at one time. 5. The Lease must not exceed three Lives or one and twenty Years from the time of the making of it. 6. This Lease must be of Lands or Tenements manurable or corporal, which are lettable, and whereout a Rent by Law may be issuable and reserved. 7. It must be of such Lands as have been most commonly let to farm or occupied by the Farmers thereof for twenty Years next before the Lease made. 8. There must be reserved on such Lease yearly during the same Lease payable to the Lessor and his Heirs to whom the Reversion shall appertain, so much yearly Rent, or more, as hath been most accustomably yielded or paid for the same within twenty Years next before the Lease made. 9. The Lease must not be without Impeachment of Wast. 10. The Lease must not be against any special Act of Parliament. 11. It must have all due Ceremonies and Circumstances for the perfection of it that other Leases have. 10. The Husband may by Deed without Fine or Recovery make any Lease of the Land whereof he hath a-

By the Husband of his Wives Land,

ny Eſtate in Fee-ſimple or Fee Tail in the Right of his Wife, or jointly with his Wife, made before or after the Marriage, ſo as there be in ſuch Leaſe obſerved the eleven conditions or Limitations before required in the Leaſes made by Tenant in Tail, and ſo that the Wife do joyn in the ſame Deed, and be made party thereunto, and do ſeal and deliver the ſame Deed her ſelf in perſon, and not by Atturney, and ſo that the Rent reſerved on ſuch Leaſe be reſerved to them and the Heirs of the Wife. 11. Maſters and Gover- By ſpiritual perſons of their ſpiritual Land.
nours of Colledges and Houſes, Maſters and Guardians of Hoſpitals may make at this Day, as Biſhops, Dean and Chapters, and ſuch like perſons heretofore might have made Leaſes of their Lands for three Lives or one and twenty Years, ſo they obſerve the eleven Conditions or Limitations before required in the Leaſes made by Tenant in Tail. 12. Leaſes made by a Parſon or Vicar By a Parſon or Vicar.
of their Church-land are good no longer than he is reſident.

For the ſecond thing, theſe things are to be In reſpect of the manner of making the Leaſe.
known: 1. A Leaſe for Years may be made to begin at a Day to come, as at *Michaelmas* next, or three, or ten Years after, or after the death of the Leſſor, or of H. and this is as good as if it were to begin preſently. But a Leaſe for Life of any thing whatſoever, whether it ly in Livery or in Grant, if it be in being before, cannot begin In the Commencement of it.
at a Day to come. And therefore if a Leaſe be made, To have and to hold from *Michaelmas* next, or from the Day of the making of it (wherein the Day is excluded) or after the Death of the Leſſor, or after the death of H. to the Leſſee for Life

Life, this Leaſe is not good. But where th
Leaſe is of Land, it is holpen ſometimes by t
Livery of Seiſin. 2. If a man have a Leaſe f
a hundred Years, and he by Deed grant to a
other all the reſidue of this term of Years th
ſhall be to come at the time of his death, this
void for incertainty. But if one have ſuch
term of Land, and grant the Land to anothe
To hold to him after the death of the Gran
for fifty Years, or for two hundred Years, th
are good, and in the firſt caſe the Leſſee ſh
have fifty Years, if there be ſo many to come
the hundred Years at the death of the Leſſor, a
in the laſt caſe the Leſſee will have the Land f
the whole hundred Years, or as many of the
as are to come at the death of the Leſſor. 3.
a Leaſe be made to one for Years, or to one f
Years determinable upon Lives, and after
Leaſe is made to another of the ſame thing, t
hold from the end of the former Leaſe, this
certain enough, and a good Leaſe. So, if a Lea
be made of Land to one for Life or Years, an
after the ſame is granted to another after the en
of the former Eſtate by Surrender, Forfeitur
or otherwiſe, this is good. So, if a Leaſe b
made to one for Life, and after the Reverſio
thereof is granted to another for Life, when b
death or otherwiſe it ſhall happen to be voi
this is good. 4. All Leaſes for Years, whethe
they begin in preſent or in future, muſt be ce
tain, (that is) they muſt have a certain be
ginning and a certain ending, and ſo the con
tinuance, of the term muſt be certain, other
wiſe they will not be good. And yet if th
Year

In the continuance of it.

Years be certain when the Leaſe is to take effect in intereſt or poſſeſſion, it is ſufficient, for until that time it may depend upon an incertainty, that is, upon a poſſible Contingent precedent before it begin in poſſeſſion or intereſt, or upon a Condition or Limitation ſubſequent. But in caſe where it is to be reduced to a certainty upon a Contingent precedent, the Contingent muſt happen in the Lives of the parties. And albeit there appear no certainty of Years in the Leaſe, yet if by reference to a certainty it may be made certain, it is ſufficient. 5. If a Parſon make a Leaſe of his Glebe for ſo many Years as he ſhall be Parſon, or make a Leaſe of Land untill he be promoted to a Benefice, or make a Leaſe during the Coverture between H. and M. his Wife, or the like, is void for incertainty. But a Leaſe for ſo many Years as H. hath in the Mannour of *Dale*, or for ſo many Years as H. ſhall name, or the like, theſe and ſuch like Leaſes are certain enough and good. And in the firſt caſe if Livery of Seiſin be made upon it, perhaps by this it may be made good. 6. All the things required to the well-making of Deeds in general, as writing, ſealing, *&c.* Parties, *&c.* are required to the well-making of this Leaſe, be it by Indenture, or a Poll Deed. 7. A Leaſe may be good of a thing notwithſtanding there be another Leaſe in being of the ſame Land, at the ſame time, except in the caſes before. And therefore if a Leaſe be made for Life or Years to A. and after the Leſſor doth make a Leaſe for Years to B. this concurrent Leaſe regularly is good at the leaſt for ſo many Years of the Second

In other reſpects.

cond

cond Leaſe as ſhall be to come after the firſt Land is determined. 7. There may be inſerted here what Covenants are agreed upon but the Leaſe is good without any Covenant at all.

Section 6.

Exchange by Deed.

A Deed of Exchange is, where a man is ſeized or poſſeſſed of Land in Fee-ſimple, Fee-tail for Life or Years, or is poſſeſſed of Goods, and another is ſeiſed and poſſeſſed of other Lands or Goods in the like manner and they do exchange their Land or Goods, the one for the other. And this doth contain a double Grant in it, for each of them doth grant to the other that which is his. And it is always made by this word Exchange after this manner.

This Indenture, *&c.* witneſſeth that the ſaid A.B, hath given and granted, and by theſe preſents doth, *&c.* to the ſaid C.D. all that one Acre of arable Land, *&c.* to have and to hold to the ſaid C.D. his Heirs and Aſſigns for ever; in Exchange for all that one Acre of arable Land, *&c.* and the ſaid C.D. hath given and granted and by theſe preſents doth, *&c.* to the ſaid A.B. all that the ſaid laſt named Acre of Land, lying, *&c.* to have and to hold to the ſaid A.B. his Heirs and Aſſigns for ever in Exchange of and for the ſaid firſt named Acre of arable Land.

Or thus for Years, Witneſſeth that the ſaid A.B. hath demiſed, *&c.* to C.D. all that, *&c.* to have and to hold to the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, in Exchange for certain other Lands hereafter in theſe preſents mentioned from the Feaſt of, *&c.* unto the end

and

and term of twenty Years from thence then next following, fully to be compleat and ended; and the ſaid C. D. in conſideration hereof hath, *&c.* to the ſaid A. B. the ſaid other Land, that is to ſay, All that, *&c.* to have, *&c.* in Exchange for the ſaid Land firſt before expreſſed from the ſaid Feaſt of, *&c.* unto the end of the ſaid term of twenty Years from thence, *&c.*

Or thus for any Goods, That the ſaid A *&c.* hath given, granted, and ſold to the ſaid C. *&c.* the black Ox of the ſaid A. marked *&c.* in Exchange for the red Ox of the ſaid C. *&c.* marked *&c.* the which the ſaid C. hath given, granted, and ſold to the ſaid A. in Exchange for the ſaid black Ox.

As to this kind of Conveyance theſe things are further to be known, that to the making of a good Deed of Exchange theſe things are required: 1. The parties thereunto muſt be able to give and take, and not be diſabled by any impediment: and all the reſt required to the making up of a good Deed in general, is required to the perfecting of this kind of Conveyance. 2. The things exchanged muſt be of that nature as that they are exchangeable one for another, and for this take theſe things. 1. The things exchanged need not to be of one nature, ſo as they concern Lands or Tenement; for Land may be exchanged for a Rent, or for Common, or for any other ſuch like thing concerning, or out of Land, and ſpiritual may be exchanged for temporal things. 2. The thing exchanged needeth not to be in being at the time of the exchange made; for one may exchange a Manour for a Rent newly created. 3. There needs no tranſmutation of Poſſeſſion; for

a Releaſe of Rent, Eſtovers, or Right of Land for Land is good. 4. The Deed of Exchange is though the things exchanged do lye in ſeveral Counties. There muſt be in the Deed the word Eſchange or Exchange ſet down in the Deed, as I grant to you white Acre, To hold to you and your Heirs in Exchange for black Acre, and in lieu thereof you grant to me and my Heirs black Acre in Exchange for white Acre, for without this word the Deed cannot be good. 5. The next thing required is equality of Eſtate (that is) that either party have the like kind of Eſtate of the thing exchanged, ſo that if one have a Fee-ſimple, the other muſt have a Fee-ſimple likewiſe, and ſo for other Eſtates. But in this caſe it is not needful that the parties to the Exchange be ſeiſed of an equal Eſtate at the time of the Exchange made, nor is it needful that both Eſtates be in poſſeſſion; for Land in poſſeſſion may be exchanged for Land in Reverſion, nor is it needful that there be an equality in the value or quantity of the Lands exchanged, nor is it needful that the quality or tenure of the Eſtates and holding of the Lands be alike, for Lands held in Jointenancy may be exchanged for other Land; nor is it needful that the parties to the Exchange have a good Title to the things exchanged, for the Exchange is good till he that hath a better Title doth enter, and put out one of the parties. 6. The next thing required in a good Exchange is, that the parties to the Exchange do execute and perfect their Agreement in their life-time; for if either of the parties dye before he enter into the Lands by him taken in Exchange, hereby the whole

Exchange

Exchange is become void, if his Heir will; but if one of the parties enter, he cannot firſt begin to avoid the Exchange. 7. An Exchange may be good though each party to the Exchange do not come to the thing exchanged by the ſame mean and manner of Aſſurance. 8. If it be a Rent, Reverſion or Signiory that is granted to either party, there the Atturnment of the Tenant of the Land is neceſſary; and yet in the caſe of Grant of Land in poſſeſſion by way of Exchange Livery of Seiſin is not needful. 9. Where one thing is granted for another in the nature of an Exchange, and for ſome of the cauſes aforeſaid the things cannot paſs by way of Exchange, there they may paſs notwithſtanding by way of Grant, and take effect to other purpoſes. 10. There may be inſerted in a Deed of Exchange mutual Covenants for the quiet enjoying of the things, a Condition that if either Party be evicted out of the thing he hath taken in Exchange, that he ſhall enter to the thing again he gave in Exchange, but the Deed is good enough without any ſuch Condition or Covenants, and the Law (in effect) doth ſupply this, by the effect and operation of the Exchange.

Atturnment.

Livery of Seiſin.

Section 7.

A Deed of Confirmation is an Inſtrument whereby one doth convey an Eſtate or Right that one hath into Lands or Tenements to another that hath the poſſeſſion thereof, or ſome Eſtate therein, by which a voidable Eſtate is made ſure and unavoidable, or whereby a particular Eſtate is encreaſed or enlarged. And this albeit it may

Confirmation by Deed, what.

be made by other words, as Give and Grant, or the like, yet the moſt apt and proper words for it are, have confirmed, ratified and approved, after this manner: Know all men by theſe preſents that I A.B. of, &c. have ratified, approved, and confirmed, and by theſe preſents do ratifie, &c. to C. D. of, &c. being in his full and peaceable Poſſeſſion and Seiſin, all the Eſtate, Poſſeſſion and Intereſt that I have of, and in all that, &c. to have and to hold to the ſaid C.D. his Heirs and Aſſigns for ever, [or the Heirs of his Body, as the caſe is] or thus, which is better, Know, &c. that I A.B. &c. have granted, approved, ratified, and confirmed to C.D. of, &c. all that meſſuage, &c. and all the Eſtate, Poſſeſſion, Intereſt and Demand that I have therein, to have and to hold the ſaid Meſſuage and premiſſes to the ſaid C.D. his Heirs, &c.

The kinds or effects.

This Confirmation is ſometimes perfecting, (that is) it doth tend and ſerve to make good a wrongful and defeaſible Eſtate, or to make a conditional Eſtate abſolute, and ſo it will extinguiſh Rights and Titles of Entry; and ſometimes it is increaſing, (that is) it doth tend and ſerve to increaſe and enlarge a rightful Eſtate, and ſo to paſs an Intereſt: and ſometimes it is diminiſhing, (that is) it doth tend and ſerve to diminiſh and abridge the Services whereby the Tenant doth hold: but it will not make an Eſtate good that is meerly void, nor change the nature of a Service, nor add to, or take from it a deſcendible quality. For the opening hereof further, theſe things are to be known: 1. That to the making good of this Deed of Confirmation

on in all caſes there is required all that which is needful to the making good every Deed, Writing Sealing, &c. Parties enabled, &c. 2. In all Confirmations there muſt be apt words to make it. 3. In a Confirmation tending to make the Eſtate good that is wrongful or defeaſible, there muſt be theſe things in the caſe: 1. A Precedent rightful or wrongful eſtate in him to whom the Confirmation is made in his own or in anothers Right, or at leaſt he muſt have the Poſſeſſion of the thing whereof the Confirmation is to be made. 3. The Confirmor muſt have ſuch an Eſtate in the thing, that he may thereby be able to confirm the Eſtate of the Confirmee. 4. The precedent Eſtate muſt continue till the Confirmation come. 5. The Eſtate precedent and that which is to be confirmed muſt be lawful and not prohibited by any Act of Parliament. 6. There muſt be apt words of Confirmation in the Deed. 4. In a Confirmation for the Increaſe of an Eſtate there muſt be beſides all that was required in the laſt, a Privity of eſtate between the Confirmor and Confirmee, as between Leſſor and Leſſee, and the like: but in theſe caſes care muſt be had in the penning of the Deed, that the Eſtate be ſet down as the caſe is, thus, To have, &c. to him the ſaid C. D. and his Heirs, or [to him the ſaid C.D. and the Heirs of his Body] or [to him the ſaid C.D. and his Aſſigns, for and during the term of his natural life: or [to him the ſaid C. D. his Executors, &c. for the term of twenty Years, &c. 5. In a Confirmation diminiſhing there are alſo required all things to make it good that are required in the laſt Con-

How it muſt be made, and what is required in it.

firmation. 5. It is not amiſs in theſe Deeds to make a Recital of the Eſtate to be confirmed, and to add and inſert a Warranty, and Covenants for the quiet enjoying, &c. But the Deed is good without any of this warranty or Covenants.

Section 8.

Releaſe by Deed, what.

A Deed of Releaſe is an Inſtrument whereby a man doth give or diſcharge the Right or Action which he hath, or may have, or claim againſt another man, or that which is his.

This alſo is ſomewhat like to a Confirmation; and albeit it may be made by other words equivalent, as by Give, Grant, Renounce, or the like, yet the moſt proper words for it are, Remiſe, Releaſe, and quit-claim, after the manner of Right to *Land*:

Know all men, &c. that I A.B. of, &c. have remiſed, releaſed, and quit claimed, and by theſe preſents do for me my Heirs, Executors, and Aſſigns, Remiſe, Releaſe, and for ever quit claim to C.D. of, &c. all that my Right, Title, Claim and Demand which I have had, have, or by any means hereafter may have of and in one Meſſuage, &c.

[Of Actions thus] Have remiſed, releaſed, &c. from me, my Heirs, Executors and Adminiſtrators, for ever have quit-claimed to C.D. of, &c, all and all manner of Actions, Debts, Treſpaſſes, Suits, Claims and Demands whatſoever, which I have had, have, or may hereafter have of or againſt him the ſaid C.D. his, &c. for any cauſe or matter from the beginning of the World to the Day of the Date of theſe preſents, &c.

Some

Some of these Deeds of Releases do transfer Estates, some of them extinguish and discharge Actions, Rights, and Titles; some of them do abridge; and some of them do enlarge, and sometimes they transfer a bare and naked Right; and sometimes they transfer a Right accompanied with some Estate or Interest; and sometimes they discharge Actions onely, and these Actions so discharged are sometimes in the Realty, and sometimes in the Personalty, and sometimes in both. The kinds, or effects.

For the further opening hereof, these things are to be known. 1. What is releasable; for this take these things: 1. Lands may be given and passed by way of Release. 2. Rights and Titles to Land or Goods may be barred or discharged by Release, And a Right to a Free-hold or Inheritance may be released, either to the Tenant of the Free-hold in Deed or Law, or to him in the Remainder, or to him in the Reversion, and this without any Privity at all, and in some other cases where there is a Privity. 3. All Actions real, personal, and mixt, may be discharged by Release to him that is engaged. 4. So Conditions annexed to Estates, Powers of Revocation, Uses, Warranties, Covenants, Tenures, Services, Rents, Commons, and other Profits to be taken out of Lands may be discharged and extinguished by Release to the Tenant of the Land. 5. Possibilities of Land, &c. if they be near and common may be released to him that hath the present Estate of the Land. 6. All Debts, Legacies, and other Duties may be discharged by Release before or after they become What may be released.

due. So a Rent or Annuity may be diſcharged before the Day of Payment. So a Debt due by Obligation. 7. Recogniſances may by apt words in a Releaſe be diſcharged before they are forfeit, albeit they be Records. So may Judgements and Executions alſo. Covenants and Bonds before they be broken by apt words may be releaſed. 2. That which is required to the perfection of all Deeds is required to the perfection of this Deed. 3. There muſt be apt words in the Deed to make it. 4. In a releaſe tending and ſerving to enlarge an Eſtate, theſe things are required: 1. He that doth make the Releaſe muſt have ſuch an Eſtate in himſelf as out of which ſuch an Eſtate may be derived and granted to the Re-leſſee as is intended by the Releaſe. 2. He to whom the Releaſe is made muſt have ſome Eſtate in Poſſeſſion, in Deed, or in Law, or in Reverſion in Deed in his own or anothers Right of the Land, whereof the Releaſe is made, whereupon, as upon a Foundation, the Releaſe may ſtand. 3. There muſt be alſo ſome Privity in Eſtate between the Re-leſſor and the Re-leſſee at the time of the Releaſe made, as between Donor and Donee, Leſſor and Leſſee, and the like. 4. In a Releaſe of Right to Land no Eſtate need be mentioned, for by a Releaſe of a mans Right to Land for one hour he is barred of it for ever. 5. Their may be a Recital, Covenants, Warranty, and other things inſerted, as there be in other Deeds, if there be occaſion, but the Deed is good without any ſuch addition.

How it muſt be made.

Acquittance is a Deed of Diſcharge of a Sum of Money which ought to be paid, as where Mo-

Acquittance.

Money is to be paid on a Bond or Leaſe for Rent, and he that ſhould receive it doth acknowledge he hath it, and doth therefore diſcharge it, this is a Diſcharge of the Debt.

Section 9.

Surrender by Deed, what.

A Deed of Surrender is an Inſtrument teſtifying by apt words that the particular Tenant of the Land for Life or Years doth conſent and agree that he that hath the next and immediate Remainder or Reverſion thereof ſhall alſo have the particular Eſtate of the ſame in poſſeſſion, and that he yieldeth the ſame unto him. And this albeit it may be made by other words, yet the moſt proper and ſignificative words whereby to make it are, Surrender, Give, and Yield up, after this manner.

Know ye that I A.B. *&c.* being Tenant for term of my Life, [or, being Tenant for a term of Years yet in being] of and in all that Meſſuage, *&c.* the immediate Reverſion thereof being to I C. of, *&c.* and his Heirs, in conſideration of *&c.* have given, granted and ſurrendred, and by theſe preſents do, *&c.* unto the ſaid C.D. the ſaid Meſſuage, *&c.* and all my Eſtate, Right, Title, and Intereſt therein, and all my Deeds, Writings and Evidences touching and concerning the ſame, to have and to hold to the ſaid C.D. his Heirs and Aſſigns for ever.

What is required in this, to make it good.

And for the further opening hereof, theſe things are to be known touching this kind of Deed: 1. That which is required to the perfection of all Deeds is required to the perfection of this Deed, to make it to operate as a Deed. 2. It is beſt in this Deed to uſe the moſt proper and

and significative words, yet any other words especially if it be in a Surrender of a Lease for Years that do declare the Agreement of the he in Remainder or Reversion shall have his E state may be sufficient to pass the Estate by way of Surrender. 3. Any kind of Estate for Life or Years, may be surrendred, but not Estates in Fee-simple or Fee-tail. Nor may Surrender be made of Rights and Titles of Estates for Life or Years, but it must be of the possession it self. 4. The Surrender must be made to him that hath the next immediate Estate in Remainder or Reversion, and there must be no intervenient Estate. 5. There must be Privity of Estate between the Surrendror and the Surrendree. 6. The party to whom the Surrender is made must have a higher and a greater Estate in the thing surrendred than he that doth make the Surrender hath, so that the Estate of him that makes the Surrender may be drowned in it. And this also he must have in his own Right and not in the Right of another. 7. He to whom the Surrender is made must be sole seised and not in Jointenancy of the Remainder or Reversion. 8. The Surrendree must agree to and accept of the Surrender; for till this be done the Surrender is not perfect; but if he do once agree to it, he cannot after disagree to it. 9. The actual Entry of the Surrendree into the Land is not necessary. 10. To the passing of an Estate for Life by a Deed of Surrender there need no Livery of Seisin. 10. When a Deed is intended for a Surrender, and it cannot so enure yet it shall work to other purposes according

Livery of Seisin.

the matter of it. 11. There may be Covenants in this Deed alſo, but the Surrender is good without any Covenants at all.

Section 10.

Covenant to ſtand ſeiſed to Uſes, what.

A Covenant to ſtand ſeiſed to Uſes is an Inſtrument of Common Aſſurance, whereby Land in ſome ſpecial caſes by a bare Covenant onely without more doing is conveyed from one man to another.

And this is done after this manner, Witneſſeth that the ſaid A. B. in conſideration of ten pounds of lawful, *&c.* to him in hand paid, doth for him and his Heirs covenant, that he and they ſhall and will from henceforth ſtand ſeiſed of all that Meſſuage, *&c.* to the uſe of the ſaid C. D. his Heirs and Aſſigns for ever.

Or thus, Witneſſeth that in conſideration of *&c.* [as the cauſe is] it is now covenanted, granted and agreed between all the ſaid parties and their Heirs, and the ſaid A. B. for him and his Heirs doth covenant to and with the ſaid C. D. and his Heirs in manner following, that is to ſay, that as well the ſaid A. B. and his Heirs, as all other perſons and their Heirs, which now ſtand or are ſeiſed of the ſaid Meſſuage, *&c.* to the only uſes intents and purpoſes hereafter in theſe preſents declared, and to no other uſe, intent or purpoſe, (that is to ſay) to the uſe of the ſaid A. B. for the term of his Life, and after of the ſaid O. B. eldeſt Son of the ſaid A. B. and E. his Wife, and the heirs of their Bodies begotten, *&c.*

And thus Land may paſs from one man to another by way of Bargain and Sale. And ſo a man

man may pass Land to his Wife, Children Kindred. But for the opening of this, these thin

Bargain and Sale.

are to be known: 1. That Land will pass this kind of Assurance from one man to anoth by way of Bargain and Sale, so there be a go consideration, and so that the Deed be indent and inrolled. And for the clearing hereof, t

Consideration.

these cases: 1. If A. for divers good causes, for no consideration, or because he is his Frie Acquaintance, hath been his Bed fellow, Mast or Servant, or the like, covenant to stand seis of White Acre to the use of B. and his Heirs, this no use doth arise, nor Land pass. But A. for Money, as for an hundred pounds prom ed or paid, or for other Land, or for coun giving, or the like, covenant to stand seis of White Acre to the use of B. and his He and this is by Deed indented and inrolled, this the Land will pass. 2. If I Covenant wi B. that when he shall enfeoff me of White cre, I will stand seised of Black Acre to the of his Heirs, and he doth enfeoff me acco ingly, by this the Land passeth to him, and shall have it accordingly. 3. If I agree with Lessee for Years, that if he pay a hundred pou within his term, that I will stand seised of Land to the use of him and his Heirs, and he pay me the hundred pounds, in this case he sh have the Land. 4. If I covenant that my S shall marry the Daughter of A. and A. prom to give me 100.l. for the Marriage Portion, an Covenant that if the Marriage do not take effe I and my Heirs shall stand seised of the Land the use of A. and his Heirs till the 100.l. be pa

in this caſe the uſe will riſe, and he ſhall have the Land accordingly. And ſo it were, if it paſſed by a Deed of Bargain and Sale. in all theſe caſes.

3. But in all theſe caſes of paſſing Lands thus by way of Covenant or Bargain and Sale, it is neceſſary that the conſideration be expreſſed in the Deed, if in truth there were a conſideration given, for it may be proved. However averment is not allowed againſt a Deed, that no conſideration was given, when there is an expreſs conſideration upon the Deed, yet where the Deed expreſſeth no conſideration, or ſaith, For divers good conſiderations, or the like, there an Averment ſhall be taken, that there was a conſideration given. See *Chap* 3. *Sect.* 2. 6. In all theſe caſes of Bargain and Sale and Covenant where Land paſſeth for valuable conſideration, the Deed muſt be inrolled and indented alſo, or nothing will paſs. 2. If one Covenant to ſtand ſeiſed to the uſe of H. (who is his Baſtard-ſon) and his Heirs, no Uſe will ariſe hereby. But if one in conſideration of Nature, Kindred, Blood, Marriage with ones ſelf, or any of his Kindred, payments of his Debts, or for the like cauſe, or without expreſſing it, one Covenant to ſtand ſeiſed to the uſe of himſelf, his Wife, Children, Brothers, Siſters, or Couſins or their Wives, theſe are good conſiderations to raiſe the uſe. And for this take theſe caſes: 1. If I covenant without ſaying, for any conſideration to ſtand ſeiſed of my Land to the uſe of my ſelf for Life, and after of my Wife for Life, and after of my Childe in Tail, or for Life, and after of my Brother in Tail, or for Life, or in Fee,

Bargain and Sale.

Averment.

Deed indented, inrolled.

or

or the like, this is a good Conveyance to raiſe t
Uſes and paſs the Lands accordingly. 2. If I
gree with another, that if he marry my Daug
ter, that from the time of the Marriage he ſh
have my Land to him and his Heirs, in this c
if he do marry her, he will have the Land a
cordingly. 3. If I being about to marry w
a Woman, covenant with H. to ſtand ſeiſed
my Land to the uſe of my ſelf for Life, and a
to the uſe of the Woman I am to marry for
Life, and after to the uſe of the Heirs of my
dy begotten on her, this is good, and the L
will paſs accordingly. 4. If A. Covenant w
B. that in conſideration C. is his Kinſman,
in conſideration of a Marriage to be had betw
C. and E. that he will ſtand ſeiſed to the
of himſelf for Life, the Remainder to C. and
and the Heirs of their bodies, here is a good
to A. for Life as well as to the reſt: ſo I coven
in conſideration of the Love I bear to my W
to ſtand ſeiſed to the uſe of her and the Heir
my Body on her begotten, and after to the
of my Brother by this the uſe will ariſe
my Brother alſo, and ſo in all ſuch like c
5. If I covenant with H. to ſtand ſeiſed to
uſe of him, his Executors, &c. he being none of
Kindred for twenty Years, and after to the
of my Son in Tail, in this caſe no uſe will ri
H. but the Uſe will riſe to my Son. 6. If I Co
nant with B. in conſideration of the Marriag
my Son with his Daughter, to ſtand ſeiſed to
uſe of R. (a ſtranger) For Life, and afte
the uſe of my Son, and his Wife in Tail; in
caſe the uſe ſhall riſe to R. for the ſupport of

Remainder. And in all theſe caſes of Uſes raiſed upon theſe conſiderations no Inrolment of the Deed is neceſſary. 7. If I for ten pounds paid me by my Son covenant to ſtand ſeiſed of Land to him and his Heirs, in this caſe no uſe will riſe unleſs the Deed be enrolled. And yet if I covenant that in conſideration H, is my Son, and hath paid me ten pounds, that I will ſtand ſeiſed to the uſe of him and his Heirs, here the uſe will riſe without Inrolment. And if I in conſideration of a Marriage and of a hundred pounds covenant to ſtand to the uſe of my ſelf for Life, and after of my Son in Tail, this is good without Inrolment, 8. If I covenant for me and my Heirs, and all others that are ſeiſed ſhall be thereof ſeiſed, *&c.* to the uſe of, *&c.* This is a good Covenant to raiſe the uſe, albeit it be in words of the Future Tenſe. 4. In all caſes of paſſing Eſtates by theſe means there needs no Livery of Seiſin, Inrolment, or Atturnment, for the Eſtate will paſs without it, 5. In caſes where for any defect the Uſes will not ariſe by ſuch a Covenant, yet the Covenant may enure to other purpoſes, as to give an Action of Covenant, *&c.*

Inrolment

Livery of Seiſin.

Atturnment.

Section 11.

An Indenture of Uſes is an Inſtrument that is dependent upon and ſubſervient to ſome other Aſſurance or Conveyance, by which Eſtates are created and paſſed from one to another, and this doth ſerve onely to declare the Agreement of the parties to what Uſes and purpoſes that Conveyance ſhall ſerve. And theſe Indentures of Uſes are ſometimes going before the Conveyance to which they ſerve, and ſometimes they come after it.

Indenture to lead the uſes of a Fine, Recovery, or Feofment, what.

As

As to this kind of Inſtrument theſe things a
to be known: 1. Uſes may thus be declar
on a Fine, Feoffment, or Recovery of Land
but upon a Bargain and Sale no Declaration c
be of any other uſe than what the Law do
make upon it. So upon a Covenant of U
no Declaration may be declared of other U
than what are in the Deed. 2. Whoſoev
may diſpoſe of Land, may diſpoſe of the
thereof; for the Declaration of the Uſe do
follow the Land. 3. This Declaration alb
haply it may be made by word, yet it is not ſa
to do it otherwiſe then by Deed indented, whi
is the beſt way to do it. 4. This may be ma
before, at, or after the time of the making
the Aſſurance. As one may Covenant or agr
that A. ſhall recover his Land againſt him,
that he will levy a Fine, or make a Feofment
it to him, and that the ſame ſhall be to the uſe
himſelf or others. And if one make a Fe
ment he may declare the uſes of it at the ſa
time, and that within the ſame or another D
at his pleaſure. And if the Aſſurance be p
and no Declaration of Uſes had before or at t
time of paſſing it, a Declaration may be ſubſ
quent, *viz.* that the Aſſurance was, and ſhall b
to ſuch and ſuch Uſes; for an Indenture ſubſ
quent may declare and direct the Uſes of a Fi
or a Recovery precedent, but with theſe diff
rences. When precedent Indentures are ma
to direct the Uſes of a ſubſequent Aſſuranc
and after the Aſſurance is made, according
there no Averment ſhall be received by wor
that the ſame Aſſurance was to other Uſes tha

are declared by the Indenture. But againſt an Indenture ſubſequent declaring the Uſes of an Aſſurance precedent an Averment may be taken, that there were other Uſes expreſſed and limited before, or at the time of the Aſſurance, than are contained in the Indenture. If a precedent Indenture be made to direct the Uſes of a ſubſequent Aſſurance, when the Aſſurance comes the Land is bound, and the Conuſor or Recoveree cannot by any Act of his after the Recovery had, or Fine ſuffered, charge or avoid it. But if the Declaration be ſubſequent, if in the *interim*, between the Aſſurance had, and Declaration of the Uſes, the Conuſor or Recoveree ſell, give or charge the Land to others, this ſubſequent Declaration perhaps may not ſubvert the mean Eſtates, Charges or Intereſts, unleſs it can be well proved that the Aſſurance was made to theſe Uſes. When it is precedent to the Eſtate, it is but directory, and doth not bind the Land till the Aſſurance be had. And therefore by a new Agreement or Declaration made in the ſame manner as the former was, *viz.* in writing, if the form be ſo, and between the ſame Parties before or at the time of the ſame Aſſurance paſſed, new Uſes may be made, and the former Uſes changed. But when the ſame Aſſurance is purſued accordingly, and no intervenient alteration is made, it ſhall be to the ſame and none other Uſes, then which do precede, then the Aſſurance is the beſt. 5. The Declaration of Uſes by Indenture muſt be certain in the perſons to whom, in the Lands, *&c.* of which, and in the Eſtates and time for which the uſes are declared.

And it must be compleat and certain without reference to any other, for incertainty may mar all herein. 6. When an Indenture precedent is to limit the Uses of a subsequent Fine or Recovery; and it is not pursued in some circumstance of time, person, quantity or the like, yet if no other new mean Agreement be proved to intervene, the Assurance shall be to the Uses in the same Indenture. But if the variance be in these particulars, and the form of the Indenture be not pursued, there an Averment may be reserved, that it was to other Uses than what is contained in the Indenture, and if none such can be made, than is it left to construction of Law.

Section 12.

Obligation or Bill, what.

An Obligation is a Deed in writing, whereby one doth bind himself to another to pay a Sum of Money or do some other thing.

And this is made after this manner,

Know ye, that I A. B. of, *&c.* do owe unto C. D. of, *&c.* ten pounds of, *&c.* to be paid to him, his Executors or Administrators, for the payment whereof I bind me, my Heirs, Executors, or Administrators, by these presents.

Or thus, I A. B. of, *&c.* owe to C. D. of, *&c.* ten pounds of, *&c.* for the payment whereof, I bind me and my Heirs by these presents.

Or thus in the third person, Witnesseth that the said A. B. doth owe to C. D. ten pounds of, *&c.* to be paid to the said C. D. his Executors, *&c.* at, *&c.* upon the first day of, *&c.* for the payment whereof, the said A. B. doth bind him, his Heirs, *&c.* in twenty pounds of like lawful, *&c.*

to

to be forfeited by the not payment of the said ten pounds at time and place aforesaid, by these presents.

The Kinds.

An Obligation is either single or simple, and that is when it is to pay a sum of Mony, or do another thing, and it is without any Defeasance or Condition annexed to, or in it. And this also is sometimes with a Penalty called a Penal Bill, and sometimes without a Penalty, and this without a Penalty is properly called an Obligation, Single Bill or Bond. And sometimes it is double or conditional, when it hath a Condition annexed to it; and then it is said to be a Bond containing a Penalty with Condition to pay Money, or do some other thing; and this Condition sometimes is and may be either in the same Deed or in another; and sometimes it is subscribed to, sometimes included within, sometimes indorsed upon the Obligation: and it is thus, The Condition of this Obligation is, &c. that then this Obligation shall be void, &c. For the further understanding of this kind of Instrument, these things are to be known: 1. All that which is required to the well-making of every Deed, is required to the well-making of this Deed. 2. It may be made upon Parchment or Paper, and it may be made in a piece of Parchment or Paper by it self, or a piece sewed in a Book. 3. It may be made in the first or in the third person. 4. The best form is that which is before set down, yet any words whatsoever in a Deed that do prove and declare, that a Man hath another Mans mony, or is indebted to him, will make a good Obligation, as I A. B. owe to

Defeasance.

Penal Bill.

What shall be a good Obligation, and how it must be made.

For the manner.

C.D. twenty pounds to be paid at *Easter* next. Or I A.B. have had of B. C. twenty pounds, of which there is ten pounds behind, [or I owe him ten pounds. Or I A.B. have had of C. D. twenty pounds. Or I A.B. have borrowed of C. D. twenty pounds or the like. 5. A ſingle Obligation may be to pay Money, or it may be to do any other thing that is lawful and poſſible, and ſuch Obligations are good: but if the Obligation be to bind a man to do a thing unlawful or impoſſible, it is void. 6. The beſt Form of the Condition of an Obligation is as above, but it may be in another Form, and good enough; as if in the cloſe of an Obligation of twenty pounds theſe words be added, That if the Obligor pay ten pounds to B. (the Obligee) at *Eaſter*, than the Obligation ſhall be void, this is a good Condition. So if an Obligation be made from A. to B. of twenty pounds, and theſe words are ſubſcribed. Now therefore if the Obligor pay five pounds quarterly for four years, then it is agreed the Obligation ſhall be void, this is a good Condition, and ſo in like caſes. 7. The Condition of an Obligation (for the matter of it) may be to do any lawful or poſſible thing, as to pay Money, deliver Goods or Cattel, enter into a Statute or Obligation, make a Releaſe, Surrender, or Eſtate, for Reparations, quiet enjoying, to ſave harmleſs, defend a Title, perform a Will, abide an Award, give ſo much Legacy, purchaſe Lands, appear in Court, marry another, not ſue nor meddle with an Executorſhip, not revoke a Letter of Atturney, not to be a ſurety, not play at Cards or Dice. But

For the matter.

What is a good Condition.

For manner.

For matter,

what

when the matter or thing to be done, or not to be done by the Condition is unlawful or impoſſible, or the Condition it ſelf is repugnant, inſenſible or incertain, the Condition is void, and in ſome caſes the Obligation alſo. 8. For the Forms and Preſidents of good Conditions, See *Chap.* 3. *Sect.* 11, 12, &c. in Covenants for whatſoever, matter may be good in a Covenant, that will be good in the Condition of an Obligation. And the matter of a Covenant may be eaſily turned into the Form of the Condition of an Obligation. 9. All Bonds for enjoying ſpiritual Livings contrary to the Statute of 13 *Eliz. cap.* 20. are void. 10. No Sheriff or his Officers may take any Obligation by colour of their Offices of any perſon in their Ward, but onely to themſelves, and in the Name of their Office, with Condition, with Sureties ſufficient, that the Priſoners ſhall appear at the Day in the Writ. And all others taken in any other Form ſhall be void.

Section. 13.

Defeaſance what.

A Defeaſance is a Condition relating to a Deed, which being performed the act is made void, as if it had never been done, and more properly is applyed to Obligations, and differeth nothing from a Condition, but that this is made at the ſame time, and in or annexed to the Deed, and that is a Deed by it ſelf, and commonly made at another time.

When it is good.

For this theſe things are to be known. 1. Any executory inheritance, as Rents, Annuities, Covenants, Warranties, and the like, may be made void by this. 2. But then theſe things muſt be

in the case: 1. For the manner of doing it, it must be made in the same manner, as that which is to be avoided is made, that if it do recite the thing to be avoided, that it do it truely, that it be made between the same persons that were parties to the first Deed, and that it be made after the thing to be avoided was made. 2. For the matter, that it be of a thing defeasable.

Articles of Covenant what.

Articles of Covenants agreed upon to be performed by both parties each to other, and put in a writing sealed and delivered, and this is titled after this manner:

Articles of Agreement indented and made the twentieth day of *May*, 1655. Between A. B. of, *&c.* of the one part, and C. D. of, *&c.* of the other part, as followeth, that is to say.

Imprimis, the said A. B. doth for his part, his, *&c.* agree and promise to and with the said C. D. his, *&c.*

These are alwayes to be framed according to the Case, by mutual and reciprocal Covenants onely, the which you may frame and furnish your self with matter for as you please, out of *Chap.* 3. *Sect.* 11, 12, *&c.* from the Covenant, and out of *Chap.* 4. *Sect.* 17. and from Conditions.

CHAP.

CHAP. III.

The Great Preſident ſerving for moſt kindes of Conveyances.

WE are now come to the great Preſident it ſelf, fitted to moſt kinds of Conveyances, wherein there is the Preſident it ſelf at large, in ſeveral pieces, but in one Hand, and Annotations and obſervations upon every piece thereof in another Hand.

Section. 1.

This Indenture made the firſt Day of *May*, in the twenty and eighth year of the Reign of, *&c. Annoq; Dom.* 1676. between A. B. of *Sale* in the County of *Glouceſter*, Gent. of the one part, and C. D. of *Dale* in the ſaid County Yeoman of the other part. Premiſes.

In this part there are the Title or Name of the Deed, the Deſcription of the parties to it, and the time of making it: and as touching all theſe, this only ſhall be here laid down. As to the firſt, 1. That we have ſaid already that the Conveyance that is made by Deed indented, or the Deed that is indented is the beſt; and therefore we adviſe all Conveyancers that are to make, and all men that have occaſion to have any Deed, eſpecially of Feofment, Bargain and Sale, Gift, Grant, or Leaſe made for them to have it made by Deed indented. 2. It is good though it be made in Paper, but the beſt way is to make it in Parchment. 3. The Indenture is commonly in the third perſon, thus: Deed indented. Poll.

Witnesseth that A. B, hath demised, &c.
And the Deed Poll in the first person thus:
Know ye that I A, B. have, &c.

Yet it is good enough either way, for an Indenture may begin thus:

Know ye, that I, &c. In the first person, and a Deed Poll may begin thus:

Witnesseth that A. B. hath, &c. In the third person. But the best way is that which is usual herein. 4. It is good and safe to have two parts of the Deed a Principal and Counter-part, and that each Party seal a part to the other Party. And yet if there be but one part, and that part be made in the first or third person, and both the parties do seal and deliver this part one to another, this is of the same force, as if there were two parts, and if there be mutual Covenants, each of them may sue one another upon them: or in many Cases its usual now, especially where there are many Parties for all to seal all the Parts.

Misnaming.

As to the second, this onely, That the Names of persons in Deeds are to be set down only to distinguish and to make the person intended certain, and that defects or mistakes herein, except they be very gross, will not hurt; yet it is best and most safe, according to the President, to describe the persons parties to the Deed by all their true and proper Names of Baptisme and Sirname, or at least by the Names they are usually called, if their Names cannot be known, and by their additions of honour (if they have any) of Place, Parish, and County, and Calling; for the omission of the Christian or Sirname in this

If the party be dignified in another Country you ought to mention the Country.

this part of the Deed, unless it be supplied by some circumstantial matter, or by the right naming of him afterwards, is very dangerous and fatal to the Deed. And so also in some Cases is the mis-naming of him.

And as to the third thing, the Date of these things are to be known: 1. That a Deed may be good without any Date, so the Sealing and Delivery, and the Time of doing it can be proved. 2. It may be good though it have a false Date, (that is) that it were sealed and delivered before or after the time mentioned in the Deed; and so it may be albeit it have an impossible Date, as the thirtieth of *February*, *&c.* 3. The Date may be at the beginning, or at the end of the Deed. 4. It is safe therefore where ever it be put, to put down the certain Day of the month and Year of our Lord, according to the President. Date.

Section. 2.

Witnesseth that the said A. B. in consideration of twenty pounds of lawful English Money unto him by the said C. D. in hand paid, the Receit whereof the said A. B. doth hereby acknowledge, and thereof he doth acquit and discharge the said C. D. his Heirs, Executors, and administrators, by these presents, and for and in consideration of a hundred Bushels of Barley, and a fat Ox, which the said C. D. hath given and delivered to the said A. B. and for and in consideration of an Acre of Land, which the said C. D. hath given and conveyed to the said A. B. and his Heirs. Or [in consideration of a marriage shortly to be had be-

between M. B. Son of the ſaid A. B. and E. D. Daughter of the ſaid C. D. and for the ſettling of the lands and Tenements hereafter named to the uſes hereafter mentioned.

Conſideration

For this part which is the conſideration, theſe things are to be known: 1. That a Deed of Feoffment, Gift, Grant, Bargain and Sale, Leaſe, Releaſe, Confirmation, Surrender, or Exchange, may be good, albeit there be no conſideration at all ſet down in it. But a Deed of Bargain and Sale, and a Covenant to raiſe Uſes muſt have a conſideration in it, as I have ſhewed in the ſecond *Chapter Sect.* 2. & 10. 2. Where a conſideration is neceſſary, it is either of blood or the like: or it is of Money or Moneys worth, and there it may be either of Money, or of Cattel, Land, Corn, or any other valuable thing. 3. In theſe things there is a difference; for if one make a Deed of Feoffment, Bargain and Sale, Gift or Grant of Lands without any conſideration at all, and it is not agreed nor declared to what uſe or intent it ſhall be, this ſhall be to the uſe of him that makes the Deed, and the other party will have no benefit by it. But in theſe Caſes if any Conſideration of Money, or other thing be paid or given for it. Or if any Rent be reſerved upon the Conveyance, this is a Conſideration in Law. And ſo where any Tenure is reſerved, there the uſe will ariſe; and therefore Gift in Tail and Leaſes for Lives and Years are good to all purpoſes, eſpecially if any Rent be reſerved upon them, albeit they be made without any

Bargain and Sale.

any conſideration at all. So alſo are Exchanges, Confirmations, Surrenders, and Releaſes. So are all Deeds of Gift, and Grant for Goods or Cattel. And in Caſe of Deeds of Land, if there be Uſes expreſſed, as to have and to hold to the ſaid C.D. and his Heirs, to the uſe of him and his Heirs; there he ſhall have the uſe alſo, albeit no conſideration be given for it. 4. Where a conſideration is neceſſary, if it be but a penny or a pennies worth, it is as good and effectual in Law as if it were an hundred pounds. 5. If a Leſſee for years without conſideration aſſign away his term, it ſeems no benefit will come to the Aſſignee by this, for it ſhall go to the uſe of the Aſſignor. 6. To conclude this point then, it is ſafe to expreſs ſome conſideration though never ſo ſmall, and let it be really paid. And where in truth there is a a conſideration given, there be ſure to expreſs it upon the Deed.

Words of a Feofment.

Hath (if it be a Fee-ſimple by way of Feofment) given, granted, enfeoffed, and confirmed; and by theſe preſents doth give, grant, enfeoff, and confirm.

If by way of Bargain and Sale, thus:

The words of a Bargain and Sale.

Hath granted, bargained and ſold, and by theſe preſents doth grant, bargain, and ſell; ſometimes the word Grant is left out, becauſe it amounts to a general warrant, without a ſpecial Covenant.

Words of a Gift.

If by way of Gift thus: Hath given, granted, and confirmed, and by theſe preſents doth give grant and confirm.

Of a Releaſe or Confirmation.

If by way of Releaſe or Confirmation, thus: Hath granted, releaſed and confirmed; and by theſe pre-

preſents doth grant, releaſe and confirm. If it
Of a Leaſe. be to make a Leaſe for Life or Years, then thus:
Hath demiſed, granted, and to farm-letten; and
by theſe preſents doth demiſe, grant, and to
farm-let and ſet. And if it be to make an As-
Aſſignment ſignment, thus: Hath granted, bargained, ſold,
aſſigned, and ſet over; and by theſe preſents
doth grant, bargain, ſell, aſſign and ſet over.]
unto the ſaid C. D.

If it be by way of Leaſe and Releaſe thus: Let the Leaſe be for a valuable conſideration, grant, bargain, and ſell: *Habendum* for one year from the day before the date. To the intent and purpoſe, that by vertue thereof, and of the Statute made in the 27. year of the Reign of K. *Hen.* 8. for transferring uſes into poſſeſſion. The Grantee may be in actual poſſeſſion of the bargained Premiſes, and thereby enabled to take and accept of a Releaſe and Confirmation thereof to him and his Heirs: Let the Releaſe be with grant, bargain, ſell, enfeoffe, releaſe and confirm, and at the cloſe of the particularizing the premiſes thus: All which premiſes the ſaid Grantee is in actual Poſſeſſion by vertue of a Bargain a Sale made thereof to him for one whole year by Indenture bearing date before the date of theſe preſents: Upon which manner of Conveyance now chiefly in uſe obſerve theſe things. 1. That the Leaſe or Bargain and Sale whereby to put the Grantee into poſſeſſion muſt be for ſome conſideration of money. 2. The ſame muſt be for ſome term certain. 3. It muſt declare to what Intent the ſame is made. 4. This will put the Grantee

Grantee into poſſeſſion, although there be a Leaſe in being for years at a Rent precedent to it. 5. Its not abſolutely neceſſary to put a *Reddendum* in ſuch a Bargain and Sale, although it be uſual, and therefore not amiſs ſo to do; for all manner of Conveyances muſt not only be legal, but ſomething to take off the idle and ignorant ſcruples of the Unlearned and what is more, ſuch as are pretenders to skill in that Science, and are as ignorant as their Cuſtomers or Clients. And as to the Releaſe which is to be ſubſequent to the foregoing Leaſe, obſerve theſe things following. 1. This Deed of Releaſe and Confirmation muſt bear date, and be actually ſealed and executed after the Bargain and Sale. 2. Although the uſual way be therein to take notice of the precedeing Leaſe or Bargain and Sale, yet its now held the beſt way to omit it, by puting in words of Feoffment, Bargain, Sell, &c, it may be executed by Livery or inrolment, and ſo take the effect without the Leaſe or Bargain and Sale, if it ſhould be loſt. 3. If you do take notice of the Bargain and Sale precedeing in this Deed, its beſt to recite it to be before the date and not the day before the date thereof, the way its commonly done, becauſe if there ſhould be a miſtake in the dating of either Deed it will vitiate the Conveyance. 4. You muſt be ſure to ſee that the parcels be alike in the Bargain and Sale, and in the Releaſe and Confirmation, for a variation in either will be very fatal as to ſo much.

Upon this part of the Deed, containing the Form of the words of Grant, we ſhall obſerve only

only theſe few things: 1. The Feofment is the moſt proper Deed of Conveyance to paſs the Fee-ſimple of Houſes and Lands in poſſeſſion; the Fee-ſimple of Houſes will paſs by Grant in *London*, by the Cuſtome. But the Deed of Bargain and Sale will do this alſo. 2. The Deed of Bargain and Sale, Releaſe or Confirmation is the beſt Deed to paſs Rents, Services, and ſuch like things in poſſeſſion, and Houſes and Lands in Reverſion. Leaſe and Releaſe is now the Conveyance moſt in uſe. 3. To grant a Rent or a Reverſion to a Stranger, the Deed of Bargain and Sale is the moſt proper Deed. To grant a Reverſion of Land to the Tenant in poſſeſſion thereof, the Deed of Releaſe or Confirmation is the moſt proper Deed. 4. Any of theſe Conveyances may haply be well enough made by other words that carry the ſame ſenſe, But it is the ſafeſt and beſt way to uſe theſe very words in the Preſident.

Section 4.

All thoſe the Honours, Iſles, Iſlands, Baronies, Villages, Towns, Caſtles, Signiories, Mannors, Granges, Fold-Courſes, Farms, Knight-Fees, Ox-ganges, Foreſts, Parks, Warrens, Meſſuages, Lands, Meadows, Paſtures, Woods, Moors, Mariſhes, Furſes, Heaths, Commons, Firs, Fiſhings, Advouſons, Hundreds, Wayes, Herries, Franchiſes, Rents, Advouſons in groſs, Vicarages, Rivers, Mines, and all other the Lands, Tenements and Hereditaments of the ſaid A. B. lying and being within the County of *Glouceſter*. All that his Grange called *Dyet*'s Grange, with the rights, Members, and appurtenances thereto belong-

These words are to be uſed according to your preſent caſe, and not to be put in where nothing of the nature of them are to be granted.

longing, lying in the Pariſh of D. in the County of *Kent*. All that his Farm called *Lorenge* Farm lying within the ſame Pariſh of D. containing about three hundred Acres of Land, Meadow and Paſtures, and both of them now in the occupation of T. V. All that his Oxgange of Land lying in *Dale* within the County of the City of *Glouceſter*, now in the Occupation of S. T. All that his Plow-Land or Hide-Land lying in *Dale* aforeſaid, now in the occupation of L. M. All that his Yard-land lying in *Dale* aforeſaid, now in the Occupation of W. S. All that his half Plow or half Hide of land lying in *Sale* within the ſaid County of the City of *Glouceſter*, now in the occupation of M. N. And all that his half Yard-Land lying in *Sale* aforeſaid, now in the occupation of the ſaid M. N. And the one half of his Meſſuages, and of all the Lands, Tenements and Hereditaments of his lying within the County of *Hereford*. And the third part, or one part in three parts to be divided of all that his own Cloſe of Meedow or Paſture lying within the Pariſh of W. and commonly called by the name of Parſons Mead.

And all that the Mannor of *Hempſted*, with the appurtenances in the ſaid County in the City of *Glouceſter*, now, or late, in the tenure or occupation of the ſaid A. B. and all and ſingular Meſſuages, Granges, Mills, Toſts, Cottages, Curtilages, Dove-houſes, Barns, Buildings, Gardens, Orchards, Lands, Medows, Paſtures, Feedings, Parks, Commons, Woods, Under-woods, Rents, Reverſions, Services, and all and all manner Mannor.

ner of Tithes of what kind or nature ſo ever they be, and alſo all Fee-farms, Waters, Fiſhings, Firs, Heaths, Moors, Mariſhes, Wayes, Waſtes or void Grounds, Eſcheats, Reliefs, Heriots, Courts, Profits of Courts, Courts Leet, and Views of Frank-Pledge, and all that to the ſame Courts & Views of Frank-pledge doth appertain, Goods and Chattels waived and ſtrayed, Goods and Cattels of Felons fugitive and out-lawed perſons, Fines, Amercements, Liberties, Priviledges, and all other Profits, Commodities, and Advantages in *Hempſted* aforeſaid, and elſewhere within the ſaid County of the City of *Glouceſter*, to the ſaid Mannor belonging, or in any wiſe appertaining, or accepted, reputed, or taken as part, parcel, or member of the ſame Mannor in as large and ample manner, as the ſaid A. B. hath the ſame.

General words are much excepted againſt

Rectory.

All that the Rectory, Parſonage, and other Glebe-lands of *Hempſted* aforeſaid, and all and every the Tithes of Corn, Grain, Hay, Wool, Lamb, Milk, Calf, and other the Tithes both predial and perſonal, whatſoever, yearly coming, growing, ariſing, renewing, acruing, or increaſing, within the Town, Field, Precinct or Tithable places in the Pariſh of *Hempſted* aforeſaid. And alſo the Advouſon, Gift, free-diſpoſition and right of Patronage of the Rectory and Church of the Mannor of *Hempſted* aforeſaid.

Tithes.

Advouſon.

Of a Meſſuage, Garden or Orchard, and Lands belonging, &c.

All that Teſſuage or Tenement with the Appurtenances in W. in the County of *Wilts*, wherein one L. S. doth now dwell, and all the Gardens, Orchards, Lands, Meadows, Paſtures, Woods,

Woods, Under-woods, Tenements, and Hereditaments to the ſaid laſt named Meſſuage or Tenement belonging, or in any wiſe appertaining, or therewithal uſually occupied and enjoyed; all which are now in the occupation of K. B. as Under-tenant of the ſaid A. B. and are of the value of twenty pounds a year, or thereabouts; all that Meſſuage or Tenement with the appurtenances lying and being in W. in the ſaid County of *Kent*, now or late in the tenure or occupation of the ſaid K. B. his Aſſign, or Aſſigns, or Under-tenant; and all thoſe his four Yard-land, and three quarters of a Yard-land, and Ground by eſtimation to the ſame Meſſuage or Tenement belonging or appertaining, containing by eſtimation one hundred and forty Acres of arable Land, Meadow and Paſture; all which Lands are particularly mentioned in the Schedule hereunto annexed.

All that capital Meſſuage or Mannor houſe in W. in the County of G. wherein the ſaid C. D. now dwelleth, and all the Houſing, Buildings, Courts, Out-lets, Gardens, and Orchards thereunto belonging or appertaining, and all the Lands, Meadows, Paſtures, Woods, and Grounds belonging or appertaining unto the ſame, which are hereafter particularly mentioned, (that is to ſay) one Cloſe of Meadow, *&c.*

All that Meſſuage or Tenement with the appurtenances, lying and being within the Pariſh of D. in the County of G. and called by the Name of *Coulman*'s, wherein one S. T. now dwelleth, and one Croft called *Slade*, and thirty

Acres of Land thereunto belonging or appertaining, lying and being within the ſaid Pariſh of D.

All that Meſſuage or Tenement with the appurtenances, ſituate lying and being in C. in the Pariſh of S. in the ſaid County of G. now in the occupation of E. P. or wherein the ſaid E. P. now dwelleth, and late in the occupation of one W. P. and all Houſes, Edifices, *&c.* containing in the whole by eſtimation half a Yard-land or thereabouts, and namely, and more particularly one Garden, *&c.*

All that Capital Meſſuage, Farm, or Manſion-houſe, commonly called *Howard* Houſe otherwiſe called the late diſſolved Charter-houſe, ſituate and being within the County of *Middleſex*, with all and ſingular the rights, members and appurtenances thereunto belonging and appertaining, and all that Garden and Orchard thereunto likwiſe belonging or appertaining, lying on the Weſt-ſide of the ſaid Meſſuage, and all that parcel of Land and Ground adjoyning to the ſaid Orchard, and commonly called the Church-yard.

Dy-Houſe. All that Meſſuage of the ſaid A. B. commonly uſed for a Dy-houſe, with all the Coppers, Fats, and other Utenſils now being in the Houſe, and uſed and occupied to and with the ſame; and alſo all other the dwelling Houſes and other Roomes with the appurtenances, as the ſame late were in the uſe or occupation of S. T.

nn. All that Meſſuage of the ſaid A. B. ſituate, *&c.* called or known by the name of the *George*, toge-

together with all and singular the Yards, Gardens, Stables, Orchards, Easements, and appurtenances thereunto belonging, or therewith now used and occupied, as the same were late in the occupation of S. T.

Brew-house.

All that his Brew-house with all and singular the appurtenances called N. settling and being in D. in the Parish of F. together with all manner of Vessels and Utensils to the said Brew-house belonging or in any wise appertaining, *viz.* two Horse-Mills, price, *&c.* [And so set down the rest] I, or thus, And all the rest of the Goods in the Schedule annexed, mentioned.

Cottage.

All that Cottage or Tenement in *Dale* aforesaid, wherein one K. N. doth now dwell, and the Garden and Orchard thereunto adjoyning and belonging, the which the said A. B. did purchase of one O. P.

One close of Mead, &c.

All that one Close of Meadow-ground [or Pasture-ground, [or Arable-ground] set, lying and being in *Dale* in the County of *Warwick* commonly called by the name of Green Meadow, being by estimation five Acres, or thereabouts, now in the occupation of the said A. B. or of his Assigns.

All those five several Pastures lying together, and near or adjoyning also to the said Messuage or Tenement, whereof one is called the little Close, and containeth by estimation half an Acre or thereabouts, another is called, *&c.*

All that piece of Meadow-Ground of about one Acre, lying in a common Mead called the Great Meadow in *Dale* in the County of *Glou-*

ceſter, between the pieces of Meadow-ground o
L. M. and N. O. Eaſt and Weſt.

All that one piece of Arable Land being ſix
Ridges and about an Acre, lying in a Field cal-
led the Weſt-Field, within the ſaid Pariſh o
Dale, in a place of the ſaid Field called th
Moors, between the Arable Lands of L. M.
and N. O. North and South.

Free Rent. All that free Rent of Twelve-pence iſſuing
out of certain Lands and Tenements in *Durſle*
in the County of *Glouceſter*, now in the te-
nure of H. I. and being the Inheritance of th
ſaid H. I.

Common. All ſuch and the like Common of Paſture and
Feeding for Cattel in ſuch Commons, Waſtes
and commonable places, as the ſaid A. B. or an
other Tenant or Occupier of the ſaid Premiſſes
hath, or at any other time heretofore have uſ-
ed to have or take by any uſage or cuſtome for
or by reaſon of the ſaid Meſſuage or Tenement
and Premiſſes, or any part thereof; and alſo Com-
mon of Paſture for eight Beaſts in the Common
called *Sayols* Wharth; and Paſturage and Feed-
ing for one Cow yearly, and for one Beaſt called
a Yearling every ſecond or other Year in a place
called the Moor in W. aforeſaid; and all ſuch
and the like, and as large Common of paſture, go-
ing, feeding, and depaſturing of and for Rother
Beaſts, Horſe, Beaſts, and Sheep, and other Com-
monable Cattel, levant and couchant, and to
be levant and couchant in and upon the ſaid
Premiſſes, or any part thereof, in, upon, and
over all the waſte Grounds, and other the
commonable Grounds and places in D. afore-
ſaid,

ſaid, or elſewhere within the Mannor of H. as the ſaid E. P. the immediate Tenant in Poſſeſſion doth now uſually take, for or by reaſon of the Premiſſes; and all thoſe ſeveral Parcels of Wood and Coppice, and the ſeveral and reſpective ſoil there, and the Wood-land hereafter mentioned and expreſſed, with their and every of their appurtenances lying and being in T. in the ſaid County of G. or within ſome other place or places within the ſaid County of G. that is to ſay, one parcel of Wood, commonly called by the name of the High Wood, and containing by eſtimation five Acres, *&c.* Woods.

And twelve Loads of Cuſtome-wood yearly to be taken in the Cuſtom-woods of the Mannor of B. by the Tenants of the ſaid Meſſuage; and all the Mines and Quarries of Iron, Braſs, Tin, Coal, Lead and Stone, in and upon the ſaid Premiſſes. Mines.

All that Warren called B. Heath Warren in H. aforeſaid in the County of G. bounded as followeth, between the Field of L. M. lying on the Weſt ſide thereof, and the Cloſe of K. T. on the Eaſt ſide thereof, *&c.* and the liberty of feeding, keeping, and killing of Coneys, of and within the ſaid Ground called B. Heath. Warren.

All thoſe two Water-griſt or Corn-Mills, and one Fulling Mill, with the appurtenances, ſet, lying and being in *Dale* in the County of C. now in the occupation of S. T. or of his Aſſigns, and forty Acres of Land Meadow and Paſture to the ſame adjoyning, and uſually occupied therewith, and all the Waters, Water-courſes, Ponds, Floud-gates, Wears, Fiſhings, Profits, Mills.

Commodities and Advantages thereunto belonging and appertaining.

Fiſh-ponds. All thoſe his three Pools, Ponds, and Dams in H. in the County of G. whereof the one is called, &c. the other is called, &c. and the third is called, &c. and are parcel of, &c. all which ſaid Pools and Dams, &c. the ſaid A. B. hath and holdeth of the Demiſe and Leaſe of, &c,

And all Houſes, Edifices, Buildings, Barns, Gardens, Orchards, Lands, Curtilages, Yards, Meadows, Paſtures, Feedings, Ground, Common of Paſture, Incloſures, Waſtes, Waſte-grounds, Woods, Under-woods, Trees, Hedges, Hedg-rows, Tithes, Oblations, Obventions, Wayes, Waters, Water-courſes, Folds, Eaſments, Profits, and Advantages whatſoever, held, uſed, occupied, demiſed or enjoyed to or with the ſaid Meſſuage or Tenement, and Premiſſes, or any part thereof, thereto belonging or appertaining, or therewith held and enjoyed, or to or with the ſame every or any of them, lying, belonging, or appertaining, or accepted, reputed, taken, known, demiſed or letten, as part, parcel, or member of them.

And the Reverſion and Reverſions, Remainder, and Remainders, of all and ſingular the Premiſſes with the appurtenances.

And all Rents, Reverſions yearly, and other Profits whatſoever, reſerved, due or payable, or which may happen upon or by virtue of any Demiſe or Grant heretofore made of the Premiſſes or any part thereof.

And all the Eſtate, Right, Title, Uſe, Poſſeſſion,

ſion, Claim and Demand whatſoever of him the ſaid A. B. of, in and to the ſaid Mannors, Meſſuages and Premiſſes, or of, in or unto every or any part thereof.

Deeds.

And the ſaid A. B. doth further for the conſideration aforeſaid, give, grant, bargain and ſell unto the ſaid C. D. his Heirs and Aſſigns for ever, all and every the Deeds, Evidences, and Writings whatſoever in his poſſeſſion, or which he can come to without ſuit in Law or Equity, touching or in any wiſe concerning only the ſaid Premiſſes or any part thereof onely, and alſo the true Copies of all other Deeds, Evidences and Writings, which with or amongſt any other Lands or Tenements do touch or concern the Premiſſes or any part thereof, the ſame to be written and copied forth at the only coſts and charges of the ſaid C. D. his Heirs and Aſſigns, all which the ſaid A. B. doth for him and his Heirs hereby covenant to and with the ſaid C. D. to deliver or cauſe to be delivered to the ſaid C. D. his Heirs or Aſſigns within convenient time after Requeſt made in ſort as they now are.

Or thus briefly, And all Deeds, Evidences and Writings touching and concerning the ſaid premiſſes only, or only any part thereof.

As to this part of the Preſident, containing the form of things granted, theſe things are to be known. 1. In this part of the Deed, all that is to be conveyed muſt be ſet down; for if any thing more be put down in the To have and to hold, than is in the Grant in the premiſſes of the Deed, it will not paſs. 2. It is moſt orderly

The *Habendum* cannot increaſe the Premiſſes.

derly to ſet down the things in the Deed after this order. 1. The more worthy things before the leſs worthy, as a Mannor before a Meſſuage, a Meſſuage before Land, arable Land before Meadow, and Meadow before Paſture, &c. 2. General things before ſpecial things. 3. Particular things after this order: 1. A Meſſuage. 2. A Toft. 3. A Mill. 4. Barns, and Out-Buildings. 5. Gardens. 6. Orchards. 7. Arable Land. 8. Meadow. 9. Paſture. 10. Wood. 11. Furzes and Heath. 12. Commons and Rents. But this is not neceſſarily required, for it is good in Law though it be otherwiſe placed. 3. If there be a certainty in the thing granted, as it is deſcribed, and it can by any circumſtantial matter within the Grant be found out, albeit there be not an orderly and formal Deſcription of it by the quality of the Thing, the boundaries, &c. yet the Deed herein may be good, and the thing may paſs well enough. But however, let the things granted be carefully ſet down, and certainly deſcribed, by the quality, quantity, and ſituation thereof, and by any thing elſe that may aſcertain it; for omiſſions and miſ-namings of things are dangerous, and let it be expreſſed as the former conveyance have expreſſed it. And if any thing granted be altogether incertain, and not reducible to a certainty, the Grant will be void in that part and nothing will paſs. 4. Any thing may be granted by the Name whereby it is and hath been uſually called of latter times, within this nine or ten years, albeit it be an improper Name, or not its firſt or true Name. 5. By the Grant of any

any Houſe, Land, or like thing in poſſeſſion, the Reverſion thereof, and the Rent reſerved upon any Eſtate thereof made will paſs. 6. If the thing granted be named onely in the *Habendum*, and not in the Premiſſes of the Deed, this will not paſs. 7. By the ſame words, as things may be excepted, they may be granted. See *Sect.* 5. *Chap.* 1. *Sect.* 3. 8. It is uſual in this part of the Deed after the Grant of the things in particular before the general words to interpoſe by way of Recital from whom the Lands came, to him that makes the Deed, thus: All which premiſſes where heretofore in the poſſeſſion of one L. M. and by him conveyed to O. B. and his Heirs by whom the ſame were after conveyed to the ſaid A. B. and his Heirs. And as to this take theſe things: 1. It is good for him that doth purchaſe to have ſuch a Recital in the Deed how the Land came from man to man, or at leaſt that he have a note of it, that he may be able to make his Title to it by this means, if he have occaſion. But in caſe where he hath all the Deeds with the Land in his own cuſtody, he need not do this. 2. Great care muſt be taken where any ſuch Recital or Reference be made, that it be truely and rightly done, otherwiſe it will do more hurt than good. 3. The Deed is good without any ſuch Recital. Recital.

9. The general words uſed here after the particular in Deeds, And all Houſes, *&c.* are ſafe and beſt to be uſed, for it is better to have too many, than too few words in it.

10. As to the words, And all the Eſtate, *&c.* This onely is to be known, that they are reaſonable,

nable, when he that makes the Deed doth part with all his Eſtate. But where he doth onely grant a leſſer Eſtate out of a greater Eſtate, they are not reaſonable to be uſed.

11. As to the Grant of Deeds, thus: And all Deeds, &c. this only is to be known: 1. That however Deeds general will follow the Land, and without granting of them to the purchaſer will have them, yet it is not amiſs to uſe this clauſe, abundance of caution cannot hurt. 2. It is reaſonable the Purchaſer ſhould have all the Deeds unleſs the Seller have more of the ſame Land, for then it is reaſonable he keep them to defend the Title of his own Land, unleſs he have granted them away.

Section 5.

Exception, out of the Grant of a Mannour.

Saving and excepted to the ſaid A. B. his Heirs and Aſſigns for ever out of this Feofment or Grant, [Or Grant, Bargain and Sale] [or Leaſe] All that Meſſuage or Tenement with the Appurtenances lying in H. aforeſaid, wherein one If. now dwelleth, and all the Gardens, Orchards, Lands, Meadows, Paſtures, Woods, Under-woods, Commons, and Hereditaments, to the ſaid Meſſuage belonging, or in any wiſe appertaining, or uſually occupied and enjoyed therewith, or reputed or eſteemed as part or parcel thereof, or as belonging thereunto, and all the Rents and Services iſſuing, due, or payable, out, of, for, or in reſpect of the ſame, or as incident thereunto, or attendant thereupon, all which are now parcel of the ſaid Mannor of H.] And all and ſingular the Boundaries and Works,

Works of the Tenants and Farmers there for the Carriage of Corn alwayes fore-priſed, excepted, and reſerved unto the ſaid A. B. his Heirs and Aſſigns.

Out of the Grant of a Houſe and the Lands belonging upon a general Grant.

Saving and excepted unto the ſaid A. B. and his Heirs for ever out of this Grant, Eargain and Sale, *&c.* All that one Room, parcel of the ſaid Meſſuage, over the Parlour, there commonly called the Parlour-chamber, with free ingreſs, egreſs and regreſs into, out of, and from the ſame. And all that one Cloſe of Meadow, commonly called by the name of the Parſon's Meadow containing by eſtimation three Acres or thereabouts, being parcel of the Meadows apperaining to the ſaid laſt named Meſſuage. And all and ſingular the Boundaries and Works of the Tenants and Farmers there, for the Carriage of Corn, alwayes forepriſed, excepted, and reſerved unto the ſaid A. B. his Heirs and Aſſigns.

Excepting and alwayes reſerved out of this Demiſe, all Woods, Under-woods, and Trees, Groves and Copices, of and in the fore demiſed premiſſes, or thereunto belonging or appertaining, or which are now growing, or hereafter ſhall be growing, and being in or upon the ſame premiſſes, and the Soil and ground thereof, together with free ingreſs, egreſs, and regreſs, way and paſſage to and for the ſaid A. B. his Heirs and Aſſigns, with Horſes, Carts, Wayns, and Ploughs, and other their Drafts and Carriages to, from, in, and out of the ſame; and for cutting, felling, ſelling and carrying away the ſame at ſeaſonable times.

Except

Out of the Grant of a Cloſe or piece of Ground.

Except alſo and alwayes reſerved unto the ſaid A. B. and his Heirs for ever, all the Trees now growing, and being upon or within the ſaid laſt named Cloſe.

Except alſo and alwayes reſerved unto the ſaid A. B. and his Heirs, all the Trees now growing, and being, or hereafter to be growing and being in, upon, or within the ſaid laſt named Cloſe of Meadow, or any part thereof, and alſo free liberty, ingreſs, egreſs, and regreſs, way and paſſage at times convenient into and out of the ſaid Cloſe for the cutting, ſelling, felling or taking away of the ſame Trees or any of them.

And as touching this part of the Deed, theſe things are to be known: 1. This may be in any part of the Deed, but this is the moſt proper place for it. 2. It may be made by other words that carry the ſame ſenſe, but theſe words uſed in the Preſident are the moſt apt words for it. 3. The thing excepted muſt be certainly deſcribed and ſet down. 4. By the ſame words whereby it may be well granted it may be well excepted. 5. The thing that is excepted muſt be part of the thing granted before. 6. It muſt not be the whole thing granted, but a part thereof onely. 7. The thing excepted muſt be ſuch a thing as may be ſevered from the thing granted, and not of inſeparable Incident. 8. It muſt be of ſuch a thing as he that doth except may have, and doth belong to him. 9. It muſt be of a particular thing out of a general, or of a part of an entire thing, and not of a particular out of a

a particular, or the whole thing it ſelf granted.

Section 6.

To have and to hold the ſaid Mannour, Meſſuages and premiſſes except before excepted to the ſaid C. D. If it be a Fee-ſimple to paſs in Poſſeſſion or Reverſion to the Tenant of the Land, or to a ſtranger by way of Feofment, Bargain and Sale, or Confirmation, Releaſe, Exchange, Gift or Grant. *Habendum*, or To have and to hold.

And his Heirs for ever to the only uſe of the ſaid C. D. and his Heirs for ever.

And if it be an Eſtate Tail, that is to be made thus: To the ſaid C.D. and the Heirs males of his Body. Or, To the ſaid C.D. and the Heirs females of his Body. Or thus, To the ſaid C.D. and the Heirs males of his body begotten on the Body of E. his Wife. Or, To C. D. and the Heirs females of his Body begotten on the Body of E. his Wife, the Remainder over to E.F. and his Heirs for ever. Or, To the ſaid C.D. for his Life, the Remainder to M. his Wife for her Life, the Remainder to the Heirs of the Body of L.M.

Or if the Deed be made to C. D. and E. his Wife, thus: To the ſaid C.D. and E. his Wife and the Heirs, [or Heirs males or Heirs females] of their two Bodies iſſuing. Or thus, To the ſaid C.D. and E. his Wife, and the Heirs of his Body on the Body of the ſaid E. Begotten. And ſo for any other Entail as the caſe is.

And if it be an Eſtate for Life that is to be made, then thus, To have and to hold, *&c.* to the ſaid C. D. for the term of his natural Life.

Or

Or thus, To the ſaid C. D. for the term of his natural Life, the Remainder over to E.F. for the term of his natural Life, the Remainder to G.H. for the term of his natural Life. Or if it be for the Lives of others, then thus, To the ſaid C. D. and his Heirs during the natural Life of the ſaid C. D. Or thus, During the natural Lives of the ſaid C. D. W. D. and K. D. his Son and Daughter. And if it be to make a new Leaſe for Years that was not in being before, thus, To have and to hold to the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, from the twentieth of *May* laſt paſt before the Date hereof, unto the end and term, and for and during the whole term of twenty and one Years from thenceforth then next following, fully to be compleat and ended.

Or if it be a Leaſe for Years to determine upon Lives, then it muſt be with this Addition.

If the ſaid C. D. M. D. his Wife, and L. D. their Son, or either of them, ſhall happen ſo long to live, If it be to paſs an Eſtate for Life before in being, then thus, To have and to hold to the ſaid C. D. and his Heirs during the natural Life of the ſaid A. B. If it be an Eſtate for Years in being to paſs, then thus, To have and to hold to the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, from the twentieth Day of *May*, which was in the Year of our Lord 1655. unto the end of one and twenty Years from thence then next following fully to be compleat and ended. Or if the firſt Leaſe have been recited before, which is moſt uſual, then thus, To have and to hold to the ſaid C. D. his

To have to him and his Heirs are neceſſary words to preſent an occupancy.

his Executors, Adminiſtrators, and Aſſigns, from henceforth unto the end and term, and for, by, and during all the reſidue of the ſaid term of one and twenty years yet to come and unexpired,

Alſo all theſe Eſtates may be created by way of uſe thus, the Grant being to two Friends I. K. and W. K. To have and to hold to the ſaid I. K. W: K. their Heirs and Aſſigns for ever to the Uſes hereafter following, that is to ſay, To the uſe of the ſaid C. D. and his Heirs for ever. Or, to the uſe of C. D. for his Life, and after of M. D. his Wife for her Life, for her Jointure, and after to the uſe of the Heirs males of the Body of the ſaid C. D. on the Body of M. his Wife begotten or to be begotten. And for want of ſuch Iſſue to the uſe of the right Heirs of the ſaid C. D. for ever. Or thus, To the uſe of the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, for the term of one and twenty years, and after this term ended to the uſe of E. D. his eldeſt Son for his Life, and after to the uſe of M. D. his youngeſt Son and his Heirs for ever.

If a Leaſe be granted over by way of Truſt, it is thus, to have and to hold to the ſaid T. K. and W. K. their Executors, *&c.* for, by and during all the remainder of the ſaid term of one and twenty years before mentioned yet to come upon truſt and confidence, and to the uſes, intents and purpoſes hereafter following, that is to ſay, To the uſe of the ſaid C. D. for ſo many years of the ſaid term as he ſhall live, and after to the uſe of M. D. the Wife of the ſaid C. D.

for

for ſo many years of the ſaid term as ſhe ſha
live, and after to the uſe of the children bego
ten or to be begotten between the ſaid C. D
and M. D. his Wife, for all the reſidue of th
ſaid term of years then to come, and to n
other uſe, intent or purpoſe.

As to this part called the *Habendum*, tak
theſe Rules of advice: 1. The proper place fo
this is here where it is placed in this Preſident
but if it be placed any where elſe in the Deed
it is good enough in Law. 2. The thing
granted need not be here named at all, thus
To have, *&c.* the ſaid Meſſuage, *&c.* And yet i
may not be amiſs to do it. 3. A Deed may b
good, and an Eſtate paſs by it without any *Ha-
bendum* at all; for if a man by Deed grant Land
to one and his Heirs, this is a goood Fee-ſimple.
And if one grant Land to another, and ſay no
for what time, this is a good Eſtate for Life o
the Grantee, if duely executed. But it is ver
good and ſafe to expreſs the Eſtate here accord-
ing to the Preſident. And if it be not ſet down
here, nor in the Premiſſes, then it muſt needs
be an Eſtate for Life, if by Livery of Seiſin it
be perfected, otherwiſe an Eſtate at will one-
ly. 4. Albeit the Name of him that is to take
by the Deed be not here neceſſary to be ſet
down again, if he be well named in the pre-
miſſes of the Deed, yet it is beſt to inſert him
again here according to our Preſident. 5. If
it be a Leaſe for years that is new made, great
care muſt be had to ſet down a certain time for
the beginning and the end of it, and ſo a certain
number of years. 6. If any thing be excepted
in

in the Grant, in the premisses, it is best to mention it here by these words, (Except before excepted) according to the President.

Section 7.

Yielding and paying therefore yearly, [if it be a Fee-simple] for ever hereafter. [If it be an Estate in Tail] During the said Estate.] If it be a Lease for Life or Years] During the Estate hereby granted and made] to the said C.D. If he have the Fee-simple.] And his Heirs and Assigns. [Or if he have but a Lease for Years in him] his Executors, Administrators and Assigns] the yearly Rent of twenty pounds of lawful *English* Money at and upon the five and twentieth Day of *March*, and the first Day of *October*, by equal portions. Reservation of Rent, &c.

And yielding, &c. seven boon Days, (that is to say) two Plow Dayes, the Harvest Dayes, one Hay Day, and one Weeding Day, and in like manner and form as the Copy-holders in the Mannour of H. in the said Parish of H. do and have used to do for their boon Days. And yielding and delivering, &c. at the said Messuage yearly between the said five and twentieth of *March*, and first of *October*, twenty Bushels of good sweet Wheat, of good measure, and well cleansed, and merchantable Corn, for part of the first years Rent or Farm of the said term, and between the Feasts of, &c. twenty Quarters of Barley of like Corn and measure at the place aforesaid towards the second Years Farm of the said term.

And over this yielding also, &c. two Hens,

a couple of fat Capons, a fat Sheep yearly at the Feaſt of, *&c.* And over this alſo ten Eggs at *Eaſter* yearly.

Or thus, [Yielding, *&c.* for the firſt Year of the ſaid term, ten pounds of, *&c.* and for the reſidue of the years of the ſaid term twenty pounds of, *&c.* all the ſame Rents to be paid at and upon, *&c.*

And alſo yielding, *&c.* to the ſaid A. B. *&c.* at the Feaſt of, *&c.* which ſhall be in every third Year of the ſaid term of one and twenty Years, twenty ſhillings for a Fine and Heriot.

And alſo yielding and doing Suit at the Court of the ſaid A.B. *&c.* to be holden for the Mannour of D. in the County of G. twice every Year during the ſaid term upon reaſonable Summons, and in default of every ſuch Suit to be hereafter made, yielding and paying for the firſt default four pence, for the ſecond eight pence, and for every default after the ſecond default two ſhillings of, *&c.*

And alſo yielding and paying to the ſaid A.B. *&c.* at and upon the Deceaſes of every of the ſaid C. D. M.D. and L.D. dying Tenant in poſſeſſion of the premiſſes, his, her or their beſt Beaſt or other Goods, or the Sum of two pounds of lawful *Engliſh*, &c. at the Election of the ſaid A.B. his, *&c.* for and in the name of a Heriot.

As to the Reſervation, being the next part, theſe things are to be known: 1. The proper place for this is the place wherein it is put here in the Preſident, but it is as good in Law if it be placed in any other part of the Deed. 2. It may

may be made by ſome other words, as Reſerving, Rendring, Paying, or words of the like ſenſe; but the words uſed in this Preſident are the proper words to be uſed for it. 3. Any Eſtate in Fee, for Life or Years, may be good without any Reverſion of Rent, except it be in caſe of Leaſes made by Tenants in Tail of their intailed Land, Husbands of their Wives Land, and Church-men of their Church-Land. 4. The Reſervation muſt be of another thing than what is granted of a Rent or Profit iſſuing out of the thing granted, and not any part of the thing it ſelf granted: nor can it be reſerved out of any other thing than the thing granted, or ſome part thereof at the leaſt. 5. This Reſervation muſt be out of Lands, Houſes, or ſome ſuch like corporeal thing, and cannot be made upon Fairs, Tithes, or any ſuch like incorporeal thing, nor can one Rent be reſerved out of another. 6. The Reſervation muſt be made to him that maketh the Deed, or to one of them at the leaſt where there be two or more Grantors, for it cannot be made to one that is a ſtranger to the Deed.

And it is agreed between all the ſaid parties to theſe preſents, that if it ſhall happen the ſaid yearly Rents or any part thereof, or the ſaid Heriot ſhall be unpaid by the ſpace of twenty Dayes next after either of the ſaid Days whereat and whereupon the ſame ought to be paid, as aforeſaid, that then and from thenceforth, and ſo often it ſhall and may be lawful to and for the ſaid A.B. his Heirs and Aſſigns into the ſaid before granted premiſſes, or any part thereof, to Power of Diſtreſs.

enter, and there to diſtrain for the ſaid Ren or Heriots ſo being behind.

Nomine Pœnæ

And here if the parties agree to it, this ma be added, As alſo for twelve pence of lawfu *&c.* to be forfeited *Nomine Pœnæ*, for every Da wherein the ſaid Rent ſo behind ſhall be behin and unpaid after the ſaid twenty Days ende And the Diſtreſs and Diſtreſſes ſo then and the taken and found, to lead, drive and carry awa and the ſame to impound, detain and keep, un till the ſaid yearly Rents, Heriots, Payment [and Sums to be forfeited *Nomine Pœnæ*] tog ther with the Arrearages thereof (if any ſha be) be fully ſatisfied and paid.

Or thus more largely, and with a further Re medy for the Rent, *&c.*

Clauſe of Diſtreſs and Nomine Pœnæ.

And if it ſhall happen the ſaid Yearly Ren of twenty pounds, or any of the ſaid Rents Heriots or Payments, or any part or parce thereof to be behind or unpaid by the ſpace o twenty Dayes next after any of the ſaid Days of Payment, whereon the ſame ought to b paid as a foreſaid, being lawfully demanded, the then and ſo often the ſaid C. D. his Heirs and Aſſigns ſhall forfeit, loſe and pay to the ſaid A. B. his Heirs and Aſſigns the Sum of Forty ſhillings of lawful, *&c.* in the Name of a Pai for every ſuch Default. And that it ſhall and may be lawful to and for the ſaid A. B. his Heirs and Aſſigns to enter into the ſaid premiſſes, and there to diſtrain as well for the ſaid Rent of twenty pounds, as alſo for the ſaid other Rents, Heriots or Payments Forty ſhillings alſo to be forfeited, as aforeſaid.

And

And the Diſtreſs and Diſtreſſes then and there taken and found to lead, drive, chaſe and carry away, and the ſame to impound, detain and keep, until ſuch time and times as the ſaid yearly Rents, Heriots, Payments, and Sums of Money to be forfeited in the name of a Pain, together with the Arrearages thereof, (if any ſhall be) ſhall be fully ſatisfied and paid.

That the Grantor may diſtrain, and ſell the Goods to pay the Rent.

And if it ſhall happen the ſaid yearly Rent of twenty pounds, or any of the Rents, Heriots or Payments, or any part thereof to be behind or unpaid in part or in all by the ſpace of forty dayes next after any of, *&c.* [as in the laſt] that then and ſo often it ſhall and may be lawful to and for the ſaid A. B. his Heirs and Aſſigns into the ſaid granted Premiſſes, or any part thereof to enter, and the Goods and Cattels of the ſaid C. D. his, *&c.* then and there found, to take and diſtrain; and the ſame Goods and Cattels there taken and found, to lead, drive, and bear away, and the ſame to detain and keep by the ſpace of ſix weeks then next following. And if the ſaid Rents, Heriots, Payments and Arrearages thereof (if any be) ſhall not be paid to the ſaid A. B. his Heirs and Aſſigns, and the ſaid Diſtreſs not redeemed by all the ſaid ſpace of ſix weeks, that then and at all times from thenceforth it ſhall and may be lawful to and for the ſaid A. B. his Heirs, *&c.* the ſame Goods and Cattels, or any of them, at a reaſonable extent and value to ſell, and with the Money thereof made to pay to him and themſelves all ſuch Rent of the ſaid yearly Rent of twenty pounds, and other Rents, Heriots, and Pay-

ments as shall be then behind and unpaid, or so much thereof as the same Mony will reach and extend unto. And if there shall be any overplus remaining after the said Rents, Heriots, Payments and Arrearages thereof (if any be) are satisfied, that the same shall be rendred and restored unto the said C.D. his Heirs and Assigns.

That the Lessor shall enter and keep the Land till he be paid.

And if it fortune the said C.D. his Heirs and Assigns shall at any time hereafter make Default of Payment of the said yearly Rent of twenty pounds, or of the Rents, Heriots or Payments aforesaid, by the space of three months next after either of the said Days whereon the same ought to be paid as aforesaid, the same having been duely demanded. Or the said C. D. his Heirs, &c. shall break any Covenant or Grant contained in these presents, which on the part and behalf of the said C. D. his Heirs, &c. are to be performed, paid and kept, that then and so often it shall and may be lawful to and for the said A. B. his Heirs and Assigns to enter into all and singular the said Mannors, Messuages and Premisses, and the same to occupy and enjoy, detain and keep, until the said C. D. his Heirs, &c. the said yearly Rents, Heriots, Payments before mentioned, with the Arrearages thereof, and every part thereof, shall, will, and truely content and pay to the said A. B. his Heirs and Assigns, and also until the said C.D. his Heirs, &c. shall have made a reasonable recompence and amends to the said A. B. his Heirs and Assigns of and for the breach of any Covenant or Covenants so broken, and for any damage by him or them sustained by reason of the same.

Or

Or thus, If it happen the ſaid yearly Rent or Sum of twenty pounds, or any other the Rents, Heriots or Payments, or any part thereof ſhall be unpaid, By the ſpace of three months next after any of the ſaid days whereon the ſame ought to be paid. Or if it happen that no ſufficient Diſtreſs or Diſtreſſes can be had or taken in and upon the premiſſes, according to the true meaning of theſe preſents. Or if it ſhall happen any Reſcous or Pound-breach to be made, or any Replevin or Replevins to be ſued or obtained of or for, or by reaſon of any Diſtreſs or Diſtreſſes to be taken by virtue of theſe preſents, as is aforeſaid, that then and from thenceforth it ſhall and may be lawful to and for the ſaid A. B. his Heirs, *&c.* into the ſaid Mannors, Meſſuages and premiſſes to enter, and the ſame and every part thereof, to uſe have and enjoy to his and their own Uſe and Uſes, and the Rents, Iſſues, and Profits thereof coming and ariſing, to receive and take, and the ſame to detain and keep, to his and their own uſe without any account making thereof to the ſaid C. D. his Heirs, *&c.* and to uſe and occupy all the ſaid Mannors, Meſſuages and premiſſes to his and their own uſe, until ſuch time as the ſaid yearly Rent of twenty pounds, the other Rents, Heriots and Payments, and every part thereof, (if any be) ſhall be unto the ſaid A. B. his, *&c.* fully from time to time paid by the ſaid C. D. his Heirs or Aſſigns or ſome of them.

Section 8.

Provided alwayes, and upon this condition, that if the ſaid E. D. Wife of the ſaid C. D.

Conditions of Re-entry to a Free-hold Eſtate, and the Indenture to be void,

ſurviving the ſaid C.D. her Husband, within two Moneths after the Deceaſe of the ſaid C.D. do not by her ſufficient Deed or Deeds releaſe and ſurrender to the Heirs and Aſſigns of the ſaid C. D. for ever, all her Eſtate, Right, Title, Intereſt and Demand, of, in and to all the Lands, Tenements and Hereditaments, with the appurtenances which he the ſaid C. D. during the coverture between him and the ſaid E. his Wife, was ſeiſed of ſuch Eſtate as ſhe the ſaid E. might thereof be lawfully endowed, other than the ſaid Mannours, Lands, Tenements, and Hereditaments above in theſe preſents mentioned, to be aſſured unto her for her Jointure. Or if the ſaid C. D. his, *&c.* ſhall and do quietly hold and enjoy the Mannour of D. with the appurtenances demiſed by the ſaid A.B. to the ſaid C. D. by a former Indenture, dated, *&c.* for nine Years according to the true meaning of the ſaid Indenture. Or if the ſaid C.D. or his Heirs, ſhall alien the ſaid premiſſes, or any part thereof to W.S. or his Heirs. Or if the ſaid A.B. his Heirs or Aſſigns, ſhall within two Years now next following, grant by his Deed to be duly inrolled in *Chancery*, one yearly Rent of ten pounds of, *&c.* to the ſaid C.D. his Heirs and Aſſigns, iſſuing out of all that one Meſſuage, *&c.* and to be paid at the two uſual Feaſts of the Year by equal portions. Or if the ſaid A.B. do and ſhall at any time during his Life, pay or tender to the ſaid C.D. his Heirs or Aſſigns, the Sum of an hundred pounds of, *&c.* for the ſame Lands and Tenements, and declare his mind to have the ſame again, and to make void this Deed

Deed and the Estate hereby made. Or if the said A.B. his, *&c.* shall pay to the said C.D. his, *&c.* the Sum of twenty pounds of, *&c.* at and upon the twentieth Day of *May*, now next coming after the Date hereof. Or if the said C.D. his, *&c.* shall not by good Conveyance in Law before the twentieth of *May*, now next following make a good Lease of all that one Acre, *&c.* parcel of the premisses to the said A.B. for the term of his natural Life. Or shall not before the twentieth of *May*, *&c.* grant a Rent-charge of twenty pounds a Year to be issuing out of the said premisses, and paid to the said A.B. his Executors, *&c.* for the term of seven Years from the time of the said Grant. Or that if after seven Years the said A.B. shall be minded *bona fide* to sell away the said Messuage, *&c.* or to have the same in possession or occupation, and of any such his purpose shall openly leave or give notice or warning to or for the said C.D. his, *&c.* at the said Messuage at any Feast of, *&c.* during the said term. Or if the said C.D. dye within the term, and the Executors or Administrators of the said C.D. or such other person or persons to whom the said C.D. shall give or dispose the residue of his term then to come, in or to the premisses, or any part thereof, shall not within thirty Days after demand to him made by the said A.B. his, *&c.* at the costs and charges of the said A.B. his, *&c.* together with one good and sufficient person, as his and their Surety, become bound, and binde themselves, and either of them, and the Heirs, Executors, and Administrators of them, and either of them

To a Lease for Life or Years.

them, unto the ſaid A. B. his, &c. in and by one Writing obligatory, effectual in Law, in the penalty of a hundred pounds, with condition thereupon to be endorſed or under-written, that the ſaid Executors or Adminiſtrators of the ſaid C. D. or ſuch other perſon or perſons to whom the ſaid C. D. ſhall give or diſpoſe the the ſaid reſidue of his term then to come, his and their Executors, Adminiſtrators and Aſſigns ſhall well and truely obſerve, pay and keep all and every the Payments, Covenants and Agreements, which on the part and behalf of the ſaid C. D. his, &c. or any of them are to be obſerved and kept according to the true intent and meaning of theſe preſents.

Or if the ſaid A. B. his Heirs or Aſſigns within three Years now next following ſhall give or cauſe to be given to the ſaid C. D. his Executors, Adminiſtrators or Aſſigns, ſufficient notice or warning to depart from the ſaid Meſſuage and premiſſes at the end of the ſaid term of three Years, to be accounted from henceforth; and alſo at or before the end of the ſaid term of three Years ſhall pay or cauſe to be paid to the ſaid C. D. his, &c. for every Year of the ſaid term of one and twenty Years, which at the time of the ſaid notice given ſhall be to come and unexpired twenty pounds of lawful, &c.

Or if the ſaid A. B. ſhall at any time during his natural Life by any Writing to be ſubſcribed by him, with his Name or Mark, declare his mind or will to be to revoke or make void this preſent Leaſe.

Or if the ſaid C. D. his, &c. at any time here-

hereafter, during this preſent Leaſe, ſhall make default of Payment of the ſaid yearly Rent, in form as aforeſaid, to be paid; or of the ſaid Sum of Money in the Name of a Fine or Fines, or of the ſaid pains or forfeitures in manner and form aforeſaid to be paid, which on the part and behalf of the ſaid C.D. his, &c. are to be performed, paid or kept.

Or if the ſaid C.D. his, &c. ſhall do or negligently ſuffer to be done any waſte or deſtruction in the Houſes or Buildings, or premiſſes hereby demiſed.

Or if the ſaid C.D. his, &c. and very of them do not well and truely, during the ſaid term, pay or cauſe to be paid to the ſaid A.B. his, &c. the ſaid yearly Rent of, &c. at the Dayes and Times aboveſaid; and alſo well and truely obſerve, perform, fulfil and keep all the Covenants in theſe preſents contained, according to the true meaning thereof.

Or if the ſaid C.D. his, &c. ſhall at any time during the ſaid term, give, ſell, grant or alien his or their Eſtate of and in the premiſſes hereby created or; let the ſame demiſed premiſſes, or any part thereof exceeding twenty Acres directly or indirectly, for longer time at once than for one Year, to any perſon or perſons other than the Children of the ſaid C. D. without the agreement and conſent of the ſaid A.B. firſt had and obtained in writing under his Hand and Seal.

Or if the ſaid C. D. ſhall dy and depart this Life during the ſaid term.

Or if the ſaid demiſed premiſſes, or any part thereof ſhall be in decay or unrepair-

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ed by the space of, &c. next after notice given, &c.

Or if all and every the default and defaults for want of Reparations of and in the premisses, that at or upon any such view and search, as is aforesaid, shall be found, and whereof notice and warning in writing shall be given or left to repair and amend in manner aforesaid, shall not be well and sufficiently repaired and amended from time to time, during the said term of one and twenty Years, alwayes within the said space of six Moneths next after every such notice or warning in writing given or left, as is aforesaid, That then this present Indenture and all the Grants and Covenants therein contained, on the part and behalf of the said A.B. shall be frustrate and void, and that then and from thenceforth it shall and may be lawful to and for the said A.B. his, &c. his or their lawful Atturney into the said premisses to re-enter and the same C.D. his, &c. and all the occupiers of the premisses thence to expel and put out and the same have again and enjoy as in his or their former Estate, any thing herein to the contrary hereof notwithstanding.

Rules for a Condition.

As to this part of the Deed, the Condition, these things are to be known: 1. A Deed without any Condition within it, is as good as a Deed with a Condition. 2. The most apt words wherewith to make a Condition in a Deed are, Provided alwayes, So as, or upon Condition, or under Condition; and yet perhaps other words of like sense and signification may make a Condition: as If it happen, &c. but then this must follow, That

then this Eſtate, [Leaſe, Deed, or the like] ſhall be void, and it ſhall be lawful for the ſaid A. B. *&c.* to re-enter, *&c.* 3. It may be placed in any part of the Deed, but the moſt apt place for it is after the *Habendum* and Reſervation of the Rent, or in the laſt place of the Deed. 4. It may be annexed to any Eſtate in Fee-ſimple, Fee-tail for Life or Years. 5. It may be contained in the ſame Deed by which the Eſtate is made, or it may be contained in another Deed ſealed and delivered at the ſame time, which is properly called a Defeaſance. 6. It cannot be made by nor reſerved unto one that is a ſtranger to the Deed, but it muſt be made by and reſerved to one of the parties that are Grantors in the Deed at the leaſt. 7. For the matter of it, it muſt be lawful and poſſible to be done, and conſiſting with the Grant; for if it be unlawful or impoſſible to be done, or repugnant to the Eſtate, or incongruous in reaſon, with reference thereunto, it is void and ſometimes makes the Eſtate void alſo. 8. Any one of the Covenants hereafter in this Preſident ſet down, may be for the matter of it good, and by conditional words formally annexed to them may be turned into a Condition, thus put to the beginning of the Covenant, Provided always and upon this Condition, that if the ſaid, *&c.* And to the end thereof theſe words, That then this preſent Deed, and the Eſtate hereby made, ſhall be void, *&c.*

Section 10.

Before we come to particular Covenants, we are to lay down ſomething concerning all kinds Covenants

kinds of Covenants in general, as touching which theſe things are to be known: 1. Some Covenants do properly belong to Fee-ſimple, and Fee-tail Eſtates, and ſome do belong to Eſtates for Lives and Years. 2. The Covenants may be placed in any part of the Deed, but the moſt proper place for them is there where they are placed in this Preſident. 3. The words Covenant and Promiſe are the words by which Covenants are uſually made in form; but any other words declaring any thing to be agreed between the parties may ariſe to make a Covenant, but the beſt form is that which is uſed in this Preſident. 4. Covenants (for the matter of them) muſt contain things lawful and poſſible to be done; for if the thing to be done be unlawful or impoſſible, the Covenant is not good nor binding. 5. Moſt of the Covenants that are applied to a Fee-ſimple Deed, may be made to ſerve in a Deed of a Leaſe for years. But then in all places of the Deed where he to whom the Deed is made, doth Covenant that he his Heirs and Aſſigns ſhall do any thing, and where it is ſaid, he, his Heirs and Aſſigns, it muſt be ſaid he, his Executors, Adminiſtrators, and Aſſigns. And ſo on the other ſide, the Covenant that is fitted for a Leaſe for years, may be put in a Fee-ſimple Deed; But then where in the Leaſe it is ſaid of him to whom the Deed is made, he, his Executors, Adminiſtrators, &c. it muſt be he his Heirs and Aſſigns. And if one that makes a Leaſe for Life, or Years, or Land, have the Fee-ſimple of the Land in him, then the Covenant in this part, as to him is

alike

alike in a Leaſe for Years Deed, as it is in a Fee-ſimple Deed. 6. And the ſaid A. B. doth for him, his Heirs, Adminiſtrators and Aſſigns, hereby Covenant, &c. this form will ſerve for the beginning of all Covenants in all caſes whatſoever. 7. Where there be more than one that do covenant, it is beſt to ſay thus, And the ſaid A. B. C. do for themſelves, and each of them for himſelf, his Heirs, Executors, and Adminiſtrators: And it is not amiſs to ſay when a Covenant is made to more than one, to and with the ſaid C. D. E. F. and G. H. and to and with either of them, and either of their Heirs, &c. And yet this will not divide the Action in all caſes.

The particular Covenants for every Caſe follow. And therein we ſhall give you firſt of all the Covenants that are moſt uſual in Fee-ſimple Conveyances, and in Leaſes for Lives or Years, and then ſuch as may be uſed any where. And amongſt all theſe ſome are more inherent and do belong to the Land, and ſome are more Collateral, and do concern other things beſides the Land. Some of theſe alſo are ordinary and almoſt in every Conveyance, and ſome of them more rare and extraordinary, and but in few Conveyances, We ſhall lay them down aſunder, and ſort them together as well as we can.

Section, 11.

Covenants commonly annexed to all kindes of Eſtates.

Covenant that he that makes the Deed is Owner of the Land, &c.

And the ſaid A. B. doth for himſelf, his Heirs, Executors, and Adminiſtrators hereby cove-

Covenant and grant to and with the ſaid C.D. his Heirs and Aſſignes [or his Executors, Adminiſtrators and Aſſigns as the caſe is] in manner and form following (that is to ſay) that he the ſaid A.B. (for and notwithſtanding any Act or thing by him or by his means, conſent, privity or procurement, had made, committed or done, or wittingly or willingly ſuffered to the contrary, now and at the time of the enſealing and delivery hereof ſtandeth and is ſolely, only, and rightfully ſeiſed [or poſſeſſed, if he have only a Leaſe for years] and until the Eſtate hereby to be granted, ſhall be ſufficiently paſſed unto, and veſted and ſettled in the ſaid C. D. his Heirs and Aſſignes [or in his Executors, &c. as the caſe is] ſhall ſo remain ſeiſed [or poſſeſſed] of all the ſaid premiſſes of a good, abſolute and perfect eſtate in Fee-ſimple to him and his Heirs for ever [or if he have but a Leaſe for years, ſay onely of a good Eſtate, and no more] in his right and to his own uſe without any manner of Condition, Right, Title or Limitation of uſe, which may after deſtroy, continue or evict the ſame. And that the ſaid A. B. (for and notwithſtanding any ſuch Act or thing as aforeſaid) hath good right, full power, and lawful authority in his own right to grant, convey, and aſſure the ſaid premiſſes and every part thereof unto the ſaid C. D. his Heirs and Aſſigns, [or if it be but a Leaſe for years that is made: ſay, his Executors and Aſſigns] in manner aforeſaid, and according to the true meaning hereof, Saving and excepted the things hereafter excepted.

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As to this kind of Covenant this only is to be known. 1. That if you would make it a general Covenant, there is no more to be done but to leave out the words that are within the Parentheſis in both the Covenants. 2. If there be nothing to be excepted, then the laſt words, ſaving and excepted onely the things hereafter excepted, are to be left out.

Section 12.

And that the ſaid C.D. his Heirs and Aſſignes, [or if in a Leaſe, his Executors, *&c.*] and every of them ſhall and may at all times, and from time to time, during the eſtate hereby made and granted, peaceably and quietly, have, hold, uſe and enjoy all and ſingular the ſaid granted premiſſes with the appurtenances, according to the true meaning hereof, without any Let, Suit, Trouble or Charge whatſoever, of or by the ſaid A.B. his Heirs or Aſſigns, or any other perſon or perſons whatſoever, lawfully having or claiming to have any Eſtate, intereſt or thing of, in, to or out of the ſaid granted premiſſes, or any part thereof, by, from or under the ſaid A.B. or by his means, privity, conſent or procurement, and without the let, *&c.* of K.N. his, *&c.* and of any perſon whatſoever, *&c.* lawfully claiming, *&c.* All perſons claiming any Eſtate or Eſtates for term of life, lives or years, of, in or to any part of the ſaid granted premiſſes, whereupon the old accuſtomed yearly Rent or more is reſerved, excepted one yearly Rent of twenty pounds payable out of the premiſſes to H. and his Heirs excepted. The chief Rents and Ser-

For quiet enjoying, *&c.*

vices to be henceforth due to the chief Lord or Lords of the premiſſes excepted and foreprized.

As to this kind of Covenant theſe things are to be obſerved. 1. This Covenant will ſerve for any Leaſe for Years, if ye make Executors, Adminiſtrators and Aſſigns, for Heirs and Aſſigns. 2. If you would have this Covenant general, then you are to end at all perſon and perſons whatſoever, and leave out all that comes after. 3. This Covenant alſo may be extended to others, as you have occaſion thus [And without any Let, *&c.* of L.M. his, *&c.* or any perſon, *&c.* claiming by or under him. 4. This alſo will direct the penning of a Covenant, for the enjoying of other Land then what is granted by the Deed, for there is no more to be done but in ſtead of thoſe words [All and ſingular the ſaid granted premiſſes with the appurtenances,] which muſt be left out, to put in the Lands for which he doth Covenant in certain, and where they lie.

Section 13.

That the Land is and ſhall be free from incumbrances, *&c.*

And that the ſaid granted premiſſes and every part thereof, now are and be, and ſo during the eſtates hereby made and paſſed, ſhall and may, according to the true meaning hereof, remain, continue and be to the ſaid C.D. his Heirs and Aſſigns, fully and clearly acquitted, freed and diſcharged, or upon requeſt made to the ſaid A.B. his Heirs and Aſſignes [or as the cauſe is, Executors, *&c.*] in that behalf well and ſufficiently, and at his and their own Coſts and Charges

Charges ſhall be ſaved and kept harmleſs by him the ſaid A. B. his Heirs and Aſſignes, of and from all former and other Bargains, Sales, Leaſes, Gifts, Grants, Eſtates, Rents. And of and from all Jointures, Dowers, Statutes, Recogniſances, Judgements, Executions, Forfeitures, Seiſures, Iſſues, Extents, and all other charges, Titles, Troubles, Incumbrances and Demands whatſoever, had, made, committed, acknowledged, done, or ſuffer, or to be had, made, acknowledged or done, or wittingly or willingly ſuffered to be done by the ſaid A.B. his Heirs or Aſſigns, or any of the Anceſtors of the ſaid A.B. or any other perſon or perſons lawfully claiming from, by or under them, or either of them, or by his, their or either of their means, title or procurement, except what before excepted.

As to this Covenant this onely is to be obſerved. 1. This will ſerve to be annexed to any eſtate, and for any other Land beſides the Land granted by the Deed, changing onely that which is to be changed. 2. If you would have this Covenant general, you muſt give over at ſuffered to be done by the ſaid A.B. his Heirs or Aſſignes, and leave out all the words that come after theſe words, and in ſtead hereof ſay, or any other perſon or perſons whatſoever. 3. Or theſe two laſt Covenants may be put into one Covenant thus. And that the ſaid C. D. his, *&c.* ſhall and may, during the Eſtate hereby made and paſſed, peaceably and quietly have, hold and enjoy all the ſaid granted premiſſes with the appurtenances freely acquitted and diſ-

charged, or upon requeſt to him or them made, ſufficiently cleared, &c. (as in the laſt,) or thus in ſhort may contain all the three Covenants, that the Grantor hath not done or ſuffered to be done, any act, matter or thing, whereby the granted premiſſes, or any part of them, may be any wayes charged or incumbered, in eſtate Title, or Charge, or any other incumbrance whatſoever.

Section 14.

For further aſſurance.

And that the ſaid A.B. and E. now his Wife, and the Heirs and Aſſignes of the ſaid A.B. and all and every other perſon and perſons, any Eſtate, Right, Title or Demand, having or lawfully claiming, or which any thing ſhall have or may lawfully claim into or out of the ſaid premiſſes or any part thereof, by, from or under the ſaid A.B. or E. his Wife, ſhall and will at any time hereafter, during the ſpace of ſeven years now next following after the Date hereof at the reaſonable requeſt, and Coſts, and Charges in Law of the ſaid C. D. his Heirs and Aſſigns, do make, acknowledge, execute and ſuffer, and cauſe and procure to be made, done and ſuffered, all and every ſuch further and other lawful and reaſonable Act and Acts, Aſſurance and Aſſurances in the Law whatſoever, for the further and better aſſurance, Surety and ſure-making and conveying of all the ſaid granted premiſſes with the appurtenances or any part thereof unto the ſaid C.D. his Heirs and Aſſignes, according to the true meaning hereof (be it by Fine, Feofment, Recovery or otherwiſe) as by the

the said C. D. his Heirs or Assignes, or his or their Counsel learned in the law, in that behalf, shall be reasonably devised or advised, so as the said A. B. and E. his Wife or their Heirs be not enforced for the doing thereof to travel above ten miles from their dwelling or abode at the time of such request to be made. And so as the same contain no other or further Covenants or Warranty then onely against the party and his Act or Acts doing the same. See *Sect.* 38.

As to this, this only is to be known, That this Covenant may serve with a little alteration for the making of Estates in any other Land. And this will serve in a Lease for Years, changing onely according to the Rules before laid down.

That the further assurances shall be in the same uses.

And it is mutually agreed between all the said parties to these presents, That all Fines, Feofments, and other Assurances so to be had and made (as aforesaid) of the said granted premisses, or any thereof, whereunto the said A. B. shall be party, and the full force and execution thereof shall be and enure, and shall be deemed and construed to be and enure, for, in and to the corroboration and confirmation of this conveyance, and the estate thereby passed and made, and to and for the onely use and behoof of the said C. D. his Heirs and Assigns for ever. [Or if it be a Lease, to and for the sole benefit and behoof the said C. D. his Executors, *&c.* And to and for none other use, intent or purpose. Or if it be in case of another Estate, as for Life or Years, it must be [as to the onely use of the said C. D. his Executors, *&c.* for and during

ring the State and time before made and limited to him and them, and to and for none other, &c.

Section 15.

That if the Feoffee be evicted the Feoffor ſhall aſſure other land or pay money.

And that if it fall out at any time hereafter, that the ſaid granted premiſſes, or any part thereof ſhall be lawfully evicted, deveſted or taken away from the poſſeſſion of the ſaid C.D. his Heirs and Aſſigns, without any covin, deceit or fraud. Or if the ſaid A B. hath not at the time of theſe preſents made a good and abſolute eſtate in Fee-ſimple, of and in the ſaid granted premiſſes, that the ſaid A.B. his Heirs and Aſſigns ſhall and will at the requeſt and coſts in Law of the ſaid C.D. his Heirs and Aſſigns, make and grant to the ſaid C.D. his Heirs and Aſſignes, a good and perfect Eſtate in Fee-ſimple of and in all that his capital Meſſuage, &c. with ſuch and the like Warranties and Covenants for quiet enjoying thereof, diſcharge of Incumbrances, and making of further aſſurance as are contained in theſe preſents. Or thus, if it fall out, &c. [as before] And he the ſaid C.D. his Heirs and Aſſignes, ſhall give notice of ſuch eviction, or taking away unto the ſaid A.B. his Heirs and Aſſigns, at the Pariſh Church of B. aforeſaid, that then he the ſaid A.B. his Heirs and Aſſigns, ſhall and will within one quarter of a year next after ſuch notice given, well and truly pay, or cauſe to be paid to the ſaid C.D. or his Heirs or Aſſigns, at the Font-ſtone, in the Cathedral Church of Saint *Paul* in *London* the ſum of, &c. or as much thereof as the part or parcel of the ſaid

ſaid granted premiſſes as aforeſaid, ſo lawfully evicted or taken away, is now worth after there at of the aforeſaid Bargain or Purchaſe.

Section. 16.

And whereas there is a charge of ten ſhillings a Year Rent, reſerved and payable out of the ſaid granted premiſſes with other things to I.K. his Heirs and Aſſigns for ever, That the ſaid C.D. his Heirs and Aſſigns ſhall and will for his and their parts yearly pay to the ſaid I.K. his Heirs and Aſſigns for ever, towards the diſcharge thereof five ſhillings of lawful *&c.* parcel of the ſaid Rent of ten ſhillings. And thereof and for ſo much of the ten ſhillings for ever hereafter acquit and diſcharge the ſaid A.B. his Heirs and Aſſigns and the reſidue of the Land and Tenements of the ſaid A.B. And the ſaid A.B. doth likewiſe for him and his Heirs agree to pay yearly to the ſaid I.K. his Heirs and Aſſignes for ever, towards the diſcharge thereof five ſhillings of lawful, *&c.* the reſidue of the ſaid yearly Rent of ten ſhillings, and thereof for ever to acquit and diſcharge the ſaid C.D. his Heirs and Aſſigns, and all the ſaid granted premiſſes againſt all perſons whatſoever.

For payment of part of a charge upon land.

Section. 17.

And that the ſaid before granted premiſſes now are, and for the ſpace of ten years now next following ſhall be and continue to be of the clear yearly value of twenty pounds a year over

That the lands are of ſuch a value and ſo ſhall continue or that he will ſupply &c.

and above all charges and repriſes. Or otherwiſe if the ſame now are, or ſhall come to a leſſer and lower value over and above the charges and repriſes that then the ſaid A. B. his Heirs and Aſſigns ſhall and will, but at the requeſt, coſts and charges of the ſaid C. D. his, &c. aſſure and convey unto the ſaid C. D, his Heirs and Aſſigns ſo much other good land as to make up and and ſupply the defect aforeſaid.

Section. 18.

To ſhew forth Evidences.

And that the ſaid A. B. his Heirs and Aſſigns, ſhall and will at all times hereafter, when, where and as often as need ſhall require, during ten years next enſuing the date hereof, upon reaſonable requeſt and convenient notice to him or them to be made or given by the ſaid C. D. his Heirs and Aſſigns, and at the coſts and charges of the ſaid C. D. his Heirs and Aſſigns, or ſome of them, ſhew forth in any of the Courts of Record, of, or within this Kingdome or elſewhere in place convenient, all ſuch Evidences, Charters, Writings, Eſcrowls, Court-rolls, Cuſtomaries, Record, or Tranſcripts, or Exemplifications thereof, as do in any wiſe touch or concern the ſaid granted premiſſes or any part thereof, or as many of the ſame as ſhall be needful for the maintenance of the eſtate, intereſt, right, title, or poſſeſſion of the ſaid C. D. his Heirs and Aſſigns in and to the premiſſes, or any part thereof. Or thus to deliver the Deeds. If it ſhall fortune the ſaid C. D. his, &c. ſhall be ſued or impleaded for any part of the ſaid granted premiſſes, that then the ſaid A. B. his

To deliver evidences.

his, *&c.* upon reaſonable warning and motion to him or them given therefore by the ſaid C. D. his, *&c.* ſhall deliver or cauſe to be delivered to the ſaid C. D. his, *&c.* all ſuch Deeds, Evidences, and Writings touching or concerning the ſaid granted premiſſes, for this onely purpoſe and intent, that he and they therewith ſhall, and may the better defend, maintain, and preſerve his and their title, and intereſt thereinto; and to the poſſeſſion and profits thereof againſt all perſons. So that the ſame Deeds and Writings be ſafely delivered again undefaced and uncancelled unto the ſaid A. B. his Heirs and Aſſigns in convenient time after their firſt delivery to the ſaid C. D. his Heirs or Aſſigns, the which to do he and they do promiſe and undertake by theſe preſents.

Section 19.

And that the ſaid C. D. his Heirs and Aſſigns, ſhall and will yearly, and from time to time for ever hereafter, for and in liew of the ſaid yearly Rent of 20. *l.* hereby reſerved unto the ſaid A. B. acquit and diſcharge, or otherwiſe well and ſufficiently ſave and keep harmleſs the ſaid C. D. his Heirs and Aſſigns, and the ſaid premiſſes hereby before granted againſt the Kings Majeſty, his Heirs and Succeſſors, of and from the yearly Rent or Fee-farm of 100. *l.* reſerved out of the Mannor of D. in the County of G. (whereof the granted premiſſes are parcel) upon his Letters Patents made and granted to L. M. the 10. day of *May* now laſt paſt.

To diſcharge the Feoffee of a Rent due to the Kings Majeſty.

Sect.

and above all charges and repriſes. Or otherwiſe if the ſame now are, or ſhall come to a leſſer and lower value over and above the charges and repriſes that then the ſaid A. B. his Heirs and Aſſigns ſhall and will, but at the requeſt, coſts and charges of the ſaid C. D. his, &c. aſſure and convey unto the ſaid C. D, his Heirs and Aſſigns ſo much other good land as to make up and and ſupply the defect aforeſaid.

Section. 18.

To ſhew forth Evidences.

And that the ſaid A. B. his Heirs and Aſſigns, ſhall and will at all times hereafter, when, where and as often as need ſhall require, during ten years next enſuing the date hereof, upon reaſonable requeſt and convenient notice to him or them to be made or given by the ſaid C. D. his Heirs and Aſſigns, and at the coſts and charges of the ſaid C. D. his Heirs and Aſſigns, or ſome of them, ſhew forth in any of the Courts of Record, of, or within this Kingdome or elſewhere in place convenient, all ſuch Evidences, Charters, Writings, Eſcrowls, Court-rolls, Cuſtomaries, Record, or Tranſcripts, or Exemplifications thereof, as do in any wiſe touch or concern the ſaid granted premiſſes or any part thereof, or as many of the ſame as ſhall be needful for the maintenance of the eſtate, intereſt, right, title, or poſſeſſion of the ſaid C. D. his Heirs and Aſſigns in and to the premiſſes, or any part thereof. Or thus to deliver the Deeds. If it ſhall fortune the ſaid C. D. his, &c. ſhall be ſued or impleaded for any part of the ſaid granted premiſſes, that then the ſaid A. B. his

To deliver evidences.

his, *&c.* upon reaſonable warning and motion to him or them given therefore by the ſaid C. D. his, *&c.* ſhall deliver or cauſe to be delivered to the ſaid C. D. his, *&c.* all ſuch Deeds, Evidences, and Writings touching or concerning the ſaid granted premiſſes, for this onely purpoſe and intent, that he and they therewith ſhall, and may the better defend, maintain, and preſerve his and their title, and intereſt thereinto, and to the poſſeſſion and profits thereof againſt all perſons. So that the ſame Deeds and Writings be ſafely delivered again undefaced and uncancelled unto the ſaid A. B. his Heirs and Aſſigns in convenient time after their firſt delivery to the ſaid C. D. his Heirs or Aſſigns, the which to do he and they do promiſe and undertake by theſe preſents.

Section 19.

To diſcharge the Feoffee of a Rent due to the Kings Majeſty.

And that the ſaid C. D. his Heirs and Aſſigns, ſhall and will yearly, and from time to time for ever hereafter, for and in liew of the ſaid yearly Rent of 20. *l.* hereby reſerved unto the ſaid A. B. acquit and diſcharge, or otherwiſe well and ſufficiently ſave and keep harmleſs the ſaid C. D. his Heirs and Aſſigns, and the ſaid premiſſes hereby before granted againſt the Kings Majeſty, his Heirs and Succeſſors, of and from the yearly Rent or Fee-farm of 100. *l.* reſerved out of the Mannor of D. in the County of G. (whereof the granted premiſſes are parcel) upon his Letters Patents made and granted to L. M. the 10. day of *May* now laſt paſt.

Sect.

Section 20.

That he ſhall detain his own Rent if he be forced to pay the Rent.

And that if the ſaid C. D. his Heirs or Aſſigns, or any or either of them ſhall at any time hereafter be charged with, or for, or by Diſtreſs, Proceſs, or otherwiſe compelled to pay to the ſaid Kings Majeſty, his Heirs, Succeſſors, or Aſſigns, any part of the ſaid Rent or Fee-farm, more than the ſaid twenty pounds before reſerved, then and ſo often, it ſhall and may be lawful to and for the ſaid C. D. his Heirs and Aſſigns being ſo charged or compelled, as aforeſaid, to deduct and defalk by way of Recouper in his and their own hands, the ſaid Rent of twenty pounds hereby reſerved and limited to be paid to the ſaid A. B. and his Heirs, or ſo much thereof, as in that behalf ſhall ſuffice for and towards the diſcharge, recompence, and ſatisfaction of the ſaid C. D. his Heirs and Aſſigns, of, for and concerning the ſaid Rent or Fee-farm reſerved by the ſaid Letters Patents, as the ſaid C. D. his Heirs or Aſſigns, or either of them ſhall be charged with all, or compelled to pay as aforeſaid, and until full ſatisfaction, and recompence of and for the ſame ſhall be had and made to the ſaid C. D. his Heirs and Aſſigns, as aforeſaid.

Recouper.

The next Sort of Covenants which now follow in order, are commonly annexed to Eſtates for Lives and years, and not to Eſtates in Fee-ſimple, We ſuppoſe it to be a Leaſe of a Meſſuage, and Lands for 21 years at 20. *l.* Rent.

And the ſaid A. B. doth for himſelf, his Heirs, Executors, and Adminiſtrators, covenant and grant

grant to and with the ſaid C. D. his Executors Adminiſtrators and Aſſigns, by theſe preſents in manner following, that is to ſay, *&c.* Theſe words are to precede all the Covenants to be performed on the part of the Leſſor; and then it is beſt to put them altogether.

And then before the Covenants to be performed on the part of the Leſſee (the which alſo is beſt to put together) ſay thus.

And the ſaid C. D. doth for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant and grant to and with the ſaid A. B. his Heirs and Aſſigns by theſe preſents in manner following (that is to ſay) that the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, and every of them, &c.

Section 21.

About the Payments of the Rents, and other Payments iſſuing out of the Land.

That the ſaid C. D. his, *&c.* or ſome or one of them ſhall and will at all times hereafter, and from time to time during the ſaid term, not onely well and duely pay, ſatisfie, bear, perform and diſcharge all and all manner of Cuſtomes, Duties, Taxes, Services, Charges, Payments and Demands whatſoever, uſual and ordinary, lawfully demanded of and from, charged, and chargable upon, payable, iſſuing, or going out of or from the ſaid premiſſes, or any part thereof, or that ſhall iſſue or grow, ariſe or be due, and to be paid out of, or for or in reſpect of the ſame or any part thereof, or which hath been heretofore uſed and accuſtomed to be paid

That the Leſſor ſhall pay all the Rents and Dues out of and for the Land.

paid or done by the Tenants or Occupiers of the said demised premisses, and in such sort as other Lease-holders for years in the said County use ally and ordinarily use, and ought to do. But also at all times and from time to time save and keep harmless the said A. B. his, &c. and the said premisses of and from the same against all persons whatsoever, and leave and yield up the same unto the said A. B. his, &c. fully freed aforesaid. Nevertheless it is agreed, That this Covenant shall not extend to charge the said C. D. his, or either of them with the payment of any Chiefdies, Quit, or other Rents payable out of, or for the Premisses, or any part thereof to any other person or persons than the said A. B. his, &c. or not with the payment of any extraordinary payments such as are Subsidies, Tenths, Contributions, Fifteenths and the like, imposed or charged by Act of Parliament upon the premisses, or any part thereof or the Occupiers of the premisses in respect thereof. Nor with the payments or duties, by these presents expressly agreed to be paid and performed, by the said A. B. his, &c. but as to these the said A. B. doth for him, his, &c. hereby covenant, that he and they shall and will at all times and from time to time during the said demised term bear, pay and discharge the same and thereof acquit, discharge, and save harmless the said C. D. his, &c. during the said Term.

Another. Or thus briefly, That the said C. D. his, &c. shall bear, execute, and pay all and every thing and things for the said premisses, ratably and in such manner and form, to all intents and pur-

poses

poſes, as any of the cuſtomary Tenants or other Leaſe-holders of the County do, or ought to do for their Lands and Tenements of like value and quantity. Or thus, and that the ſaid A.B. his &c. ſhall yearly during the ſaid terms at the Feaſt of, &c. or within twenty dayes after, content and pay to the ſaid C.D. his, &c, the ſum of, &c. if it be asked. For the which payment the ſaid C.D. doth, &c. covenant to diſcharge and ſave harmleſs from time, &c. all the premiſſes, and the ſaid A.B. his, &c. as well of and from the payment of the ſaid ſum of, &c. as of and from all other ſuits, exactions, cuſtomes, impoſitions, and demands, whatſoever they be concerning the premiſſes, or any part thereof, as well againſt the Kings Majeſty, his Heirs and Succeſſors, as againſt all other perſon and perſons whatſoever.

The Leſſor to pay money towards it.

And that the ſaid A.B. his, &c. or ſome or one of them ſhall and will at all times, and from time to time hereafter during the ſaid term, not only well and truly pay, bear, and perform, and diſcharge all, and all manner of Rents, Cuſtomes, Duties, Taxes, Payments, Charges and Demands, uſual, ordinary and extraordinary whatſoever, iſſuing out of or from, for or in reſpect of the ſaid demiſed premiſſes, or any part thereof, other than the Rents, Services, and Sums of Money in theſe preſent Indentures before mentioned and reſerved; But alſo ſhall thereof acquit, diſcharge and ſave harmleſs, as well the ſaid C.D. his, &c. but alſo all other occupiers of the ſaid premiſſes, and the premiſſes it ſelf and every part thereof, during the

That the Leſſor ſhall pay all the Rents and dues out of and for the Land.

the ſaid term. Or thus, If it be a leaſe of Parſonage] And that the ſaid A.B. his Heirs &c. at his and their proper coſts and charges ſhall and will make, bear, and pay all and all manner of Firſt-Fruits, Tents, Subſidies, Fifteens, Synods, Proxies, Benevolences, and all manner of other Charges, payments, duties, fines, ſums of Money, ordinary and extraordinary, as well for ſerving the cure of the ſaid Pariſh or otherwiſe, which be now due, or at any time hereafter during the ſaid term ſhall be due, or going out of the ſaid Church, Rectory or Parſonage, or payable for, or by reaſon of the ſame, to any perſon or perſons, during the ſaid Term: And that the ſaid A.B. his, &c. ſhall and will upon requeſt, bear and pay to the ſaid C.D. his, &c. all ſuch ſums of money, charges and expences, as the ſaid C.D. his, &c. ſhall be neceſſarily put to, or forced to pay, for, or by reaſon of any ſuch due, or duty, or any ſuit, judgement, or execution thereupon had, or to be had, or obtained.

Or thus, if it be for one Rent onely. That the ſaid C.D. his, &c. ſhall pay and diſcharge to the Kings Majeſty, his Heirs and Succeſſors, all ſuch Fee-farm Rents, and the Arrearages thereof, as are or ſhall fall, or become due and payable for or in reſpect of the ſaid demiſed premiſſes, or any part thereof, during the ſaid Term, and ſhall alſo ſave and keep harmleſs the ſaid C.D. his, &c. his and their Lands and Tenements, Goods and Cattels, thereof, and of and from all damages, troubles, diſtreſſes, and arreſts, for or in reſpect thereof, during the ſaid term. That

That the ſaid C. D. his, *&c.* ſhall and will from time to time, and at all times hereafter, during the ſaid Term of twenty one years, well and duly pay, and perform the ſaid yearly Rent of twenty ſhillings, hereby reſerved, and alſo yield, pay and deliver the ſaid Corn, Eggs, Hens, and alſo do pay and perform the ſaid Heriot or Fine, Suit of Court-daies, work, and payments according to the reſervation, proviſion, and agreement aforeſaid to the ſaid A.B. his Heirs, and Aſſigns. Or thus. That the ſaid C.D. his, *&c.* for ſo long time of the ſaid term of, *&c.* as he and they ſhall or may lawfully and peaceably have, hold, and enjoy the premiſſes, and every part thereof, ſhall and will well and duly pay, or cauſe, &c. to the ſaid A.B. his, &c. the ſaid Rent of, &c. hereby reſerved according to the true meaning hereof.

That the Leſſor ſhall pay his Rent, *&c.*

That the ſaid yearly Rent of, &c. ſhall be well and duly paid to the ſaid A.B. his Executors, &c. during the ſaid Term, in manner as aforeſaid, and according to the true meaning hereof. And that if the ſaid A.B. his, &c. ſhall during the ſaid term, diſtrain for the ſaid Rent, or *nomine pœnæ*, twenty dayes, or more, after the ſaid Feaſt Dayes, whereat the ſame ought to be paid, as aforeſaid, That the ſaid C. D. his, &c. or any other by his appointment or command ſhall not, after the ſaid diſtreſs taken, as aforeſaid, make any Reſcuos, or pound-breach for the regaining of the ſaid diſtreſs. And that there ſhall be no reſcue or pound-breach made, nor any Replevin ſued forth, or obtained, of, or for, or by reaſon of any Diſtreſs or Diſtreſſes,

That the Leſſee ſhall pay the Rent reſerved, and ſhall not replieve upon Diſtreſs.

Distresses, to be taken by vertue of these presents, as is aforesaid, after twenty dayes of the said dayes of payment. And that if the said A.B. his, &c. shall at any time, during the said term, distrain for the said, or *nomine pœnæ*, That the said C.D. his, &c. shall not within six weeks after the same distress taken, redeem the same distress, that then he and they for every such time shall forfeit and pay to the said A. B. his, &c. Forty Shillings of, &c. in the name of a pain.

Section 22.
About Reparations.

That the Lessee shall repair &c.

That the said C.D. his, &c. and every of them shall and will from time to time, and at all times hereafter, during the said term, at his and their own proper costs and charges well and sufficiently repair, keep and maintain tenantable, and in good reparations, the said messuage, and all other the houses and buildings now being, or which shall be set, or builded in and upon the said demised premisses, or any part thereof. And for that purpose, shall when, and as often as need shall require, well and sufficiently amend and repair the same, within reasonable and convenient time, after such such reparations or amendment of the same shall be needful, the said A.B. his, &c. allowing to the said C.D. his, &c. sufficient and necessary house-boot, for and towards the same; and also shall well and sufficiently repair, scower, quick-set, amend, repleniſh, renew, cleanse, and keep all and

and every the Walls, Hedges, Ditches, Incloſures, Mounds, Sea-Walls, Water-courſes, Pales, Stiles, Gates, and Bounds, in, upon and about the ſaid demiſed, or of, or belonging to the ſame, or any part thereof, or which the Tenants, and occupiers of the ſaid premiſſes, for or in Right, or in reſpect of the ſame, or any part thereof, have been accuſtomed to do, or ought to do, when and as often as need ſhall require; and ſo ſhall continually keep the ſame from time to time, during the ſaid term, without any manner of ſpoil, and fence, and keep all and ſingular the ſaid cloſes and pieces, in all manner of needful and neceſſary reparations, during the ſaid term. And in the end of the ſaid term, the ſame Meſſuage, Houſes, and Buildings ſo repaired, with all glaſs windows, Doors, Locks, Keyes, as it is thereof, and therewith, now fully furniſhed and garniſhed, and all the reſt ſo repaired and kept, to leave and yield to the ſaid A.B. his, &c. provided alwayes, and it is nevertheleſs agreed, that if the ſaid meſſuage, or any other of the Houſes, or buildings of, in, or upon the ſaid demiſed premiſſes, or any part thereof, ſhall be at any time during the ſaid term, waſted, conſumed, or otherwiſe extraordinarily impaired, ſubverted, or hurt by foreign enemies, Wind, Water, or Fire, cauſed and produced by the act of God alone, or by the act of any Stranger, without the act or neglect of the ſaid C.D. his, or their, &c. ſome or one of their Wife, or Wives, Child or Children, Servant or Servants, Friend or Friends, for the time being, living, being or abiding in houſe with him or them; that to ſuch reparations and decayes,

this Covenant ſhall not extend; and that for or with ſuch Reparations the ſaid C.D. his &c. ſhall not be charged or chargeable herewith, or hereby, but that as to all ſuch, he and they be clearly acquitted, freed, and diſcharged this covenant notwithſtanding.

Or thus, That the ſaid C.D. his, &c. or ſome or one of them ſhall and will at all times, during the ſaid term, at his, their, or ſome, or one of their own proper coſts and charges, maintain, ſuſtain, repair, uphold and amend all the Buildings and Houſing of, in and upon the demiſed premiſſes, with, in, and by all and all manner of needful Reparations, as well within as without, from time to time, when and as often as need ſhall require, and keep and maintain the ſame in good tenantable and ſubſtantial manner. And in the end of the ſaid Term the ſame ſo &c. (as in the laſt.)

That the Leſſor upon Requeſt ſhall allow Timber.

And it is mutually agreed between all the ſaid parties; And the ſaid A.B. doth for him, his &c. Covenant, &c. That he the ſaid A.B. his &c. ſhall and will at all times hereafter, and from time to time during the ſaid term, within three moneths, or ſooner if the caſe ſo require after reaſonable requeſt to be made, and at fit and convenient times, and ſeaſon, in the year, allow aſſign and appoint, or cauſe to be allowed aſſigned and appointed yearly or otherwiſe to cut, felled and taken in, and upon ſome part of the demiſed premiſſes, or of and from the timber, Trees, before excepted, or from ſome other place, or by ſome other way, when and as often as need ſhall require ſuch great Timber, ſhall

ſhall be wanting to be imployed or beſtowed in or about the ſaid premiſſes for the neceſſary making, repairing or upholding of the ſaid Houſes and buildings of, in and upon the ſaid demiſed premiſſes, to be there ſpent, and imployed, and not elſewhere. And if in caſe the ſaid A. B. his &c. ſhall after Requeſt made, delay or refuſe to aſſign and allow Timber as aforeſaid; that then the ſaid C. D. his &c. ſhall and may take the ſame Timber, from and of the ſaid demiſed premiſſes, or any part thereof, if it be there to be had and found of him, and themſelves to be imployed and beſtowed, as aforeſaid; and that it ſhall and may be lawful alſo to and for the ſaid C. D. his, &c. at all times during the ſaid Term, ſo as he make no waſt or ſpoil, without any requeſt, allowance or aſſignment, to have and take competent and ſufficient hedge-boot of the Thorns, and other fencing ſtuff, growing upon the premiſſes, and the things excepted, and ſufficient ſtuff for ſtakes and binders of the ſhredding of the Trees to be ſpent and imployed well, uſed and continued there, and not elſewhere.

Provided nevertheleſs, and it is mutually agreed between all the ſaid parties, that the ſaid A. B. his, &c. ſhall and may alſo (if he and they pleaſe) at his and their will and pleaſure at all times during the ſaid Term, when and as often as need ſhall require, and at all times ſeaſonable and convenient, enter into and upon the ſaid demiſed premiſſes, or any part thereof, and repair and amend the ſaid Meſſuage, Houſes, Buildings and Premiſſes, or any part thereof, and cleanſe

and rid the same from Brambles, Bryars, Bushes and Thorns, or otherwise for the amending and bettering of the same, or any part thereof.

Another, that the Lessee shall repair one part and the Lessor another part,

And that the said C. D. his, &c. or some or one of them shall and will at all times and from time to time during the said Term, repair, maintain and make good again, and (if need be) re-edifie, as well the waterstath belonging to the said premisses, and the standing place thereneer, now used to draw water in, as also the Trough or Gutter of Lead used to draw water for the conveying of water from the said standing place into the Work-house of the Messuage aforesaid. And the same in good and sufficient Reparations shall leave, and yield up in the end, or other determination of the said Term: In consideration whereof the said A. B. doth covenant, &c. that he, &c. his, &c. shall and will at all times, and from time to time during the said Term, at his and their costs and charges sufficiently repair, maintain, and keep all the Edifices of the said demised premisses, in good and sufficient Reparations (except the said stath, standing place, and guttur) and except such hurts, harms, decayes, and Scathes, as at any time or times hereafter, during the said Term shall happen to be made or done in or to the said premisses, or any part thereof, or to any the Doors, Glasse Windows, Locks, Keyes, Gates, Seelings, Portals or Benches, to the said Messuage or Premisses, or any part thereof, belonging, or used, or occupied with the same, by the said C. D. his, &c. or any of them, or by his, their, or any of their Servants, Tenants,

nants, Family, or Incomers: all which ſaid hurts, harms, decayes, skaths, and waſtes to be done as aforeſaid (other than by the reaſonable uſe of the ſame premiſſes) and the ſaid Waterſtath and ſtanding place, and guttur of Lead, the ſaid C. D. covenanteth and granteth, &c. at the end or determination of this preſent demiſe, to leave and yield up the ſame unto the ſaid A. B. his, &c. ſufficiently repaired, amended, and made good again, &c.

Or thus, That the ſaid C. D. his, &c. ſhall and will at his, and their coſts and charges, and at all times during the ſaid Term, ſufficiently glaze the Windows, in and about the houſes of the ſaid demiſed premiſſes, and the ſame ſo being ſufficiently maintained, ſhall leave and yield up at the end or other expiration of the ſaid Term.

Or thus, That the ſaid A. B. his, &c. ſhall and will from time to time, during the Said Term, preſerve uphold and keep, all and ſingular the ſaid Buildings of the ſaid demiſed premiſſes, and every of them in good and ſufficient reparations of thatching, reeding, tiling, and other needful and neceſſary reparations, meet and convenient to be beſtowed during the continuance of the ſaid term, in and about the ſaid demiſed premiſſes, or any part thereof (except ſuch hurts and skaths as ſhall be committed by the ſaid C. D. his, &c. or by his or their, or any of their Servants, Family, Incomers or Gueſts.) In conſideration whereof the ſaid C. D. doth for him, his, &c. Covenant, &c. that he the ſaid C. D. his, &c. or ſome of them

shall and will at all times hereafter, and from time to time, during the continuance of the said Farm, repair, amend, and make new again, all such hurts, harms, decays and breaches, as from time to time at any time during the continuance of the said term, shall be done committed, or suffered in or upon the said demised premisses, or to the glass windows, doors, locks, keys, bolts, or pales, or to any other part of the said demised premisses, by the default, means, negligence or sufferance of the said C. D. his, &c. or of his or their, or any of their Servants, Family, Incomers, or Guests; and shall and will also leave and yield up the said demised premisses unto the said A. B. his, &c. at the end, surrender, or other determination of the said term so sufficiently repaired and amended as aforesaid.

That the Lessee shall repair the Vessels.

That the said C. D. his, &c. shall well, truly and sufficiently maintain, repair and sustain the said Brewhouse, Vessels, Utensils, &c. during the said term; Provided always, that if any of the said Vessels or Utensils shall need during the term aforesaid, by means of oldness to be renewed, that the said A. B. at his and their proper costs and charges, shall renew all and every such Vessels and Utensils to be renewed as oft as need shall require, during the said term; so that the same be not broken by the default, or negligence of the said C. D. or his Servants.

That the Lessor shall lay out money on the repair.

And that the said A. B. his, &c. shall and will within the term of five years, next after the commencement of this present Demi-

well and husbandly expend, lay out, and beſtow upon the ſaid Marſh-grounds for and towards the draining, diking and walling of the ſame, the ſum of fifty pounds, *&c.* And alſo, ſhall and will before the end of five years then next following, in like manner expend, labour and beſtow as much money more as ſhall be by the Judgment of four indifferent perſons, whereof two to be named or appointed by the ſaid C. D. upon view of the ſaid Marſhes, adjudged and thought fit, ſo as it exceed not the ſum of fifty pound more.

That the ſaid C. D. his, *&c.* or ſome or one of them, ſhall or will at or before the *&c.* expend, diſburſe, and lay out in, upon, or about the buildings, repairing, ſtrengthening, and bettering of the ſaid Meſſuage, *&c.* and other the demiſed premiſſes, the ſum of *&c.* at or before the Feaſt of, *&c.*

That the Leſſee ſhall lay out money on repair.

That the ſaid C. D. his, *&c.* ſhall not at the end of the ſaid term of years, carry away any of the Wainſcot, Settles, and Cubards ſtanding and being in the, *&c.* or the Keys and Locks, being upon the Doors and Cubards of Wainſcot aforeſaid, of and within the ſaid Tenement, but do permit and ſuffer them there to remain at his departure, in as good caſe as now they are, reaſonable wearing only excepted.

That the Leſſee ſhall not take away the Wainſcot or Windows.

Or thus, That it ſhall be lawful to and for the ſaid A. B. his, *&c.* or their Workmen, or any other perſon or perſons by their appointment, at all times during the ſaid term [or at leaſt once in every year] in a fit time and man-

That the Leſſor may enter and view the Reparations.

ner to enter into, and view the ſaid premiſſes, or any part thereof, what lack of reparation ſhall be found, and what reparation ſhall be needful to be made and done therein, or in any part thereof. And thereupon the ſaid C. D. doth for him, his Executors, &c. Covenant with the ſaid A. B. his Heirs, &c. that the ſaid C. D. his, &c. at his and their charges, ſhall and will, during the ſaid term, within a quarter of a year next after warning given to him and them thereof, well and ſufficiently, from time to time, repair and amend all ſuch defaults and lack of reparations, as there ſhall happen to be found.

Or thus, That he the ſaid C. D. his, &c. ſhall at his and their own proper coſts make, or cauſe to be made all manner of needful and neceſſary reparations upon the ſaid demiſed premiſſes, when and as often as need ſhall require; And the ſame ſo ſufficiently repaired in the end of the ſaid term, ſhall leave to the ſaid A. B. his, &c. The ſaid C. D. having, and taking from time to time for or towards the doing thereof, all ſuch Timber-ſtuff, and other materials, as ſhall be growing and being in or upon any part of the ſaid demiſed premiſſes. And alſo the Bridge of Moor-field, called the Great Bridge, as much as to the ſame Meſſuage requireth and belongeth ſhall do to be paved. And the great Reen or Ditch, lying beneath the ſame Bridge, ſhall do and cauſe to be voided, cleanſed and purged, and the faults thereof, ſhall do and cauſe to be amended and repaired as often as need ſhall require, during the ſaid term.

And

And that the ſaid A. B. his, *&c.* ſhall every year, during the ſaid term, upon requeſt find and cauſe to be found one ſufficient Thatcher and his Servitor, with ſufficient Meat, Drink and Wages, three days in the year, at convenient times, for the repairing and amending of the houſes and buildings of the ſaid premiſſes, the ſaid C. D. his, *&c.* finding Straw, and all other things neceſſary for the ſaid three days work. That the Leſſor ſhall help to repair.

Section 23.

That he the ſaid A. B. or his Heirs, at any time hereafter, ſhall not ſell away, mortgage or depart with any part of the ſaid Meſſuage and Lands to any perſon or perſons whatſoever, other then only to the ſaid C. D. and his Heirs, if the ſaid C. D. and his Heirs will give ſo much for the ſame as any other *bona fide* will give [or will give ſuch price or prices for the ſame as ſhall be ſet down, made and appointed by T. W. A. G. R. R. or ſo many of them as ſhall happen to be living at the time of ſuch Alienation to be made] without the ſpecial licenſe of the ſaid C. D. firſt had and obtained. That the Leſſor ſhall not ſell but to the Leſſee.

Or thus, That he, *&c.* (as before) ſhall not ſell, *&c.* nor charge, nor incumber the ſame, nor any part thereof to any perſon or perſons, other than to the ſaid C. D. his, *&c.* or to ſuch other perſon and perſons, and their Heirs, as he the ſaid C. D. or his Heirs, ſhall for that purpoſe name and appoint.

Or thus, That if the ſaid A. B. his Heirs or Aſſigns ſhall be minded or diſpoſed at any time within

within five years, now next following, to bargain, ſell or depart with the ſaid yearly rent of twenty ſhillings, before hereby reſerved, and with the reverſion depending upon the Eſtate and Tenure before-mentioned, unto the ſaid C. D. and his Heirs, abſolutely in Fee-ſimple, and ſhall give notice thereof to the ſaid C. D. his Executors, *&c.* or otherwiſe ſhall leave notice thereof in writing at the ſaid Meſſuage of his and their pleaſure and purpoſe therein, that then the ſaid C. D. his, *&c.* ſhall and will pay or cauſe to be paid unto the ſaid A. B. his Executors, *&c.* the ſum of one hundred pound of, *&c.* within two years next after the notice aforeſaid; ſo always that at the time of payment thereof, the ſaid Rent and Reverſion depending upon this preſent Eſtate, be lawfully conveyed and aſſured by the ſaid A. B. his Heirs and Aſſigns to the ſaid C. D. his Heirs and Aſſigns, and to his and their only uſe.

And that the ſaid A. B. ſhall at the end of the ſaid term of twenty one years, make and cauſe to be made to the ſaid C. D. his Executors, Adminiſtrators and Aſſigns alike, a new Demiſe and Leaſe of the ſaid Premiſſes with the Appurtenances, if it be asked for ſo many years, as is contained in this Leaſe, and the ſame Leaſe to be of like force, effect and ſtrength in the Law as this preſent Leaſe is, without any covin or fraud.

That in caſe the ſaid E. the Wife of the ſaid C. D. ſhall at any time hereafter have any Iſſue or Child of her Body begotten by the ſaid C. D. or any other Husband which ſhe the ſaid

E. D.

E. D. ſhall happen to take, that then he the ſaid A. B. his Heirs and Aſſigns ſhall and will at any time, during the natural lives of the ſaid C. D. and E. his Wife, or either of them, upon requeſt made to the ſaid A. B. his Heirs or Aſſigns, accept and take from the ſaid C. D. his Executors, *&c.* a ſurrender of the premiſſes, and of all their Eſtate therein, by virtue of theſe preſents; and thereupon ſhall make and paſs a new Eſtate, Grant and Leaſe, by Indenture of all the ſaid premiſſes unto him the ſaid C. D. his Executors, *&c.* to have and to hold to him, his, *&c.* from the day of the date of the ſaid new Indenture for the term of ninety nine years, thenceforth then next following, if the ſaid C. D. E. his Wife, and any one of ſuch iſſue, Child or Children of the body of the ſaid E. and to be then nominated by the ſaid E. unto the ſaid A. B. his Heirs or Aſſigns, or either of them the ſaid C. D. E. and ſuch perſon ſo to be nominated, as aforeſaid, ſhall happen ſo long to live for and under the like reſervation of Rent and Covenants, as before in theſe preſents is ſpecified and confirmed. If any ſuch Indenture of new Leaſe ſhall be tendred by the ſaid C. D. E. or any other on their behalf, to the ſaid A. B. or his Heirs; provided that the ſaid D. D. and E. D. their Executors, *&c.* do and ſhall ſeal and deliver as their act and deed the counterpart of ſuch new Indenture of Leaſe to the Leſſor or Leſſors therein to be named.

Nevertheleſs, it is mutually agreed between all the ſaid parties to theſe preſents: And the ſaid

ſaid C. D. his, &c. in conſideration of the Covenant aforeſaid, ſhall well and truly pay to the ſaid A. B. his Heirs and Aſſigns, the ſum of, &c. yearly at the Feaſt of, &c. until the time of the requeſt and offer of a ſurrender, as aforeſaid; and that if the ſaid C. D. his, &c. ſhall at any time during the ſaid term and ſpace laſt mentioned fail to make payment of the ſaid ſum of, &c. in manner as aforeſaid, that then the ſaid A. B. his Heirs and Aſſigns ſhall be utterly and abſolutely acquitted and diſcharged, as well of and from the making of a new Indenture according to the purport of the Covenant, as aforeſaid, as alſo of and from the ſaid Covenant. And that then alſo the ſaid Covenant, and every thing therein contained, ſhall be utterly void, and of none effect, any thing herein contained to the contrary notwithſtanding.

Sect. 24.

That the Leſſee may deduct Rent upon eviction.

That if the ſaid C. D. his, &c. ſhall happen at any time, during the ſaid term, to be evicted or diſpoſſeſſed of the ſaid premiſſes, or any part thereof, without covin on his or their part, that then the ſaid Rent of twenty ſhillings ſhall be apportioned and diminiſhed accordingly, and after ſuch rate and proportion as the quantity and value of the Lands ſo evicted or taken away from the ſaid C. D. his, &c. ſhall amount and ariſe unto; And that it ſhall be lawful to and for the ſaid C. D. his, &c. to defalk and detain ſo much of his Rent, at every of the ſaid payments, this Indenture, or any thing therein contained to the contrary notwithſtanding. And

And that if it ſhall happen any Fines, Amerciaments, or other Taxes or charges to be during the ſaid Term ſet upon the ſaid C.D. his Executors, &c. by the default of the ſaid A.B. his Heirs or Aſſigns for or concerning the premiſſes for the Services or Duties due for them or any part thereof. And if the ſaid C.D. ſhall be forced to pay the ſame, that then it ſhall and may be lawful to and for the ſaid C.D. his Executors, &c. to detain and keep back ſo much of the ſaid yearly rent due to the ſaid A.B. his Heires, and Aſſigns, as the ſame Fines, Amercements, Taxes, or Charges ſhall amount unto.

That the Leſſee may deduct Rent to ſave him from payments.

And that if the ſaid C.D. his, &c. ſhall not quietly have, hold and enjoy the ſaid Meſſuage and premiſſes, during the ſaid Term, according to the true meaning hereof, that then within Forty Dayes after the ſaid C.D. his, &c. ſhall be lawfully evicted, ejected or expulſed from the ſaid demiſed premiſſes, or any part thereof, he the ſaid A.B. his, &c. or ſome or one of them, ſhall and will, well and dully pay and allow, or cauſe to be paid and allowed to the ſaid C.D. his, &c. for every whole Year of the ſaid Term of twenty one years, which ſhall be to expire or expend at the time of ſuch ejectment or expulſion out of the premiſſes, or any part thereof, twenty ſhillings of lawful, &c. in the ſaid Meſſuage, and ſo much as he may then have for ſo many of the years of the ſaid Term, as at the ſame time of ſuch eviction ſhall be unſpent, as the ſame ſhall be deemed to be worth by two indifferent men, which ſhall be choſen by them the

That the Leſſor ſhall pay money to the Leſſee if the Leſſee be diſturbed.

the said A. B. and C. D. having respect to such profit as the said C.D. might have by such lease.

That if it happen that any part of the demised premisses, by reason of any former interest, be withholden or kept from the occupation, possession, or having of the said C.D. his, &c. that then the Rent hereby reserved shall cease to be paid during all such time as the same shall be so kept from the said C.D. his, &c.

That the Lessor shall put away under Tenants.

And that the said A. B. his Heirs and assigns before the feast of, &c. shall and will remove and put away all such under-Tenants as now be and dwell in any part of the said demised premisses.

Section 25.

That the Lessee shall have common in the ground of the Lessor.

That the said C. D. his executors, &c. shall and may from time to time during the said Term have and enjoy to him and them, in and upon all the Downs, Commons, Wastes, Heaths, and sheep-pastures, belonging to the Mannor of D. sufficient gate-running pasture, course and feeding of, and for one hundred sheep, without any let or interruption of the said A.B. his, &c. Farmers and Occupiers of the said Mannor, or of, or by any other person or persons, his or their means or procurement, with free liberty, ingresse, egresse, and regress into and out of the same grounds with all the said sheep at all and every time and times convenient. For which Pasture to be had in form aforesaid, the said C.D. doth for him, his, &c. covenant by these presents to content and pay to the said A.B. his, &c.

And shall pay money for it.

year-

yearly, at the Feaſt of, &c. during the ſaid term for the Paſture of every ſheep to be paſtured as aforeſaid, 4.*d.* of lawful *Engliſh* money.

That the ſaid C.D. his, &c. at all times, and from time to time during the ſaid Term, ſhall and may lawfully have and take the commodity, eaſement and uſe of the water at and in a certain pond in W. aforeſaid, called the great Fiſh pond, as well for the Watering of his and their Cattel and Beaſts thither to be brought, driven or led, which at any time hereafter ſhall be kept, and continuing in and upon the ſaid demiſed premiſſes, as alſo to fetch, take and carry away the ſaid Water at and from the pond aforeſaid, to be uſed or occupied in any place about the demiſed premiſſes by any Tenant or Tenants thereof. And alſo to have convenient way and paſſage from the ſaid Meſſuage and Premiſſes to and from the ſaid pond, to and for the ſaid C.D. his, &c. to fetch, lead and drive all manner of Cattel unto the ſaid Pond, and to fetch and carry the ſaid Water to be occupied, as is foreſaid, without any lawful let or impediment of or by the ſaid A.B. his heirs or aſſigns.

That the Leſſee ſhall enjoy a watering place.

Section 26.

That the ſaid C.D. his Executors, &c. ſhall from time to time, during the ſaid Term, permit and ſuffer the ſaid A.B. his Heirs and Aſſigns yearly at two ſeveral times in the year to keep his Court for the ſaid Mannor of D. in the Hall of the ſaid Meſſuage, upon reaſonable warning given to them of the ſaid day, without let or diſturbance of or by the ſaid C.D. his executors, &c.

That the Leſſee do ſuffer the Leſſor to keep Court.

And

And provide meat for the Steward.

And that the ſaid C. D. his, &c. ſhall yearly at the proper coſts and charges of the ſaid C. D. his, &c. find, allow and provide convenient, wholeſome and ſufficient meat, drink and other entertainment for the Stewards, his Servants, and Attendants, and Horſes that ſhall be ſent thither, under and for the ſaid A. B. his, &c. twice a year, for the keeping of the Courts there for the ſpace of one whole day and a night yearly, during the ſaid term.

That the Leſſee ſhall Atturn.

That the ſaid C. D. his Executors, &c. ſhall and will at any time hereafter, during the ſaid demiſed term, upon any reaſonable requeſt to be to him made by the ſaid A. B. his Heirs or Aſſigns, atturn Tenant to any perſon or perſons to whom the ſaid A. B. his Heirs or Aſſigns ſhall or may grant the Reverſion of the premiſſes, or the ſaid Rent hereby reſerved, or any part thereof, and ſhall pay to ſuch Grantee, his Heirs and Aſſigns, the ſaid yearly Rent hereby reſerved, or ſuch part thereof as ſhall be ſo granted to ſuch perſon or perſons, his Heirs and Aſſigns, as is aforeſaid. Or thus, That he the ſaid C. D. his Executors, &c. in good order of Law ſhall atturn Tenant unto R. S. of, &c. when the Reverſion of the ſaid premiſſes ſhall be granted by the ſaid A. B. and ſhall pay unto the ſaid R. S. his Heirs and Aſſigns, the ſaid yearly Rent to be hereby reſerved, and to be granted to the ſaid R. S. his Heirs and Aſſigns, as is aforeſaid.

That the Leſſee ſhall give entertainment

And that the ſaid C. D. his, &c. ſhall and will yearly, during the ſaid demiſed term, find and provide to and for the ſaid A. B. his, &c. and

and others coming with him and them in progress, and for their Horses, once every year, for the space of two days, and two nights, sufficient and competent House-room and Stable-room, Lodging, Meat, Drink, Hay and Provender, the said A. B. his, &c. paying reasonably for the Meat and Drink only so provided, during the term aforesaid.

Or thus, That he the said C. D. his, &c. shall well and handsomely, from time to time, once in every year, during the said term, by the space of two days, entertain the said A. B. his Heirs or Assigns, with his and their Servants and Friends, not exceeding the number of twelve, at and in the said Messuage with convenient and competent Meat, Drink, Lodging, and otherwise, for them and their Horses.

Sect. 27.

And that the said A. B. and his Heirs, shall and will at any time hereafter, upon the request to him made, seal and deliver as his Act and Deed, one other Deed or Conveyance of the premisses hereby before-mentioned or intended to be demised for and during the residue of the said term of years then to come, wherein and whereby such and so much of the said premisses, as are only generally described in these Presents, shall be described, designed, set out, named and bounded in such sort and manner, and with such true quantities thereof, or of any part thereof, as by the said C. D. his, &c. or his or their Councel learned in the Law shall be reasonably devised, advised and required, and at their costs and charges.

That the Lessor shall ascertain the land upon request.

That the Leſſee ſhall preſerve the Boundaries.

And that all the Arrable Land hereby before demiſed, and every part thereof, ſhall be uſed and occupied, during all the ſaid demiſed term, ſo diſtinctly and orderly, that the ſame and every part thereof ſhall and may ſufficiently be known to be the Lands of the ſaid A. B. and not be confuſedly plowed or mingled with other Lands, to the prejudice or diſinheriting of the ſaid A. B. and his Heirs.

That the Leſſee ſhall not ſuffer ways to be uſurped.

And that he the ſaid C. D. his, &c. ſhall not willingly ſuffer any common, or uſual ways or paſſages for Carriages, Drafts or Plows, or Horſe-ways, or Foot-ways, or Paths to be made, increaſed or incroached in or upon the demiſed premiſſes, or any part thereof, by any perſon or perſons, not having right or intereſt thereunto.

That the Leſſor may enter and fallow the Land the laſt year of the Term.

And that it ſhall and may be lawful to and for the ſaid A. B. his, &c. and every or any of them, at all and every time and times convenient, within the laſt year of the ſaid term, to enter into, and have ſo much of the ſaid demiſed Premiſſes, as in the ſame year ſhall be meet to be fallowed, and to Ear, Plow and Fallow the ſame, or any part thereof, according to the uſage of the Country there in that behalf, without any let or diſturbance of the ſaid C. D. his, &c. or of any other perſon or perſons by his, or their, or any of their means, conſent or procurements

Sect. 28.

That he the ſaid C. D. his, &c. ſhall and will at all times, from time to time, during the ſaid demiſe

demised term, lay and imbarn, and cause to be laid and imbarned in the several and respective Barns, and other parts of the demised premisses, all the Corn, Grain, Hay, Straw and Fodder, which from time to time shall be growing in and upon the said several and respective demised premisses. And shall and will from time to time, during the said term, spend all the same Hay, Straw, and Fodder whatsoever (except Wheat-Straw) in and upon the premisses, and also shall, during the said term, spread all the dung, compost, soyl and stallage that shall be made, or arise there, in and upon the several respective demised premisses, or some part thereof, during the said term. That the Lessee shall lay the soyl upon the land, and the fodder be spent there,

Or thus briefly, That all the muck or dung that shall be made by Horses, Cattle or Meat, kept in and upon the said demised premisses, shall be bestowed yearly in and upon the Errable Lands of the said demised premisses, where most need shall be, and not elsewhere. Another,

Or thus, That all the Corn and Blades, which, during the said term, shall grow in and upon the Land before demised, or the more part thereof yearly within the Barns there shall inhouse and inbarn, and the residue upon the said Land by these presents demised, and all the Dung and Offal coming of the said Blades, and Straw, after they shall be trodden with Cattle, to the Lands before demised, and to no other place shall carry, and there for compost shall bestow and spread, excepting the last year of the said twenty one years, in which last year he may leave the same within the Yard or Backside. Another,

That the Leſſee ſhall carry away his corn the laſt year.

That it ſhall and may be lawful to and for the ſaid C.D. his, &c. to carry away his or their Corn or Hay, growing, or that ſhall grow in of or upon the premiſſes the laſt year of the preſent Demiſe, to any place or places at his or their will and pleaſure. Any thing herein to the contrary, &c.

That the Leſſee ſhall dwell in the houſe.

That the ſaid C.D. his, &c. ſhall and will inhabite, abide and dwell in and upon the ſaid Meſſuage, and occupy and manure all the Lands Tenements and Hereditaments contained in the Schedule hereunto annexed, during the ſaid demiſed Term.

That the ſaid C.D. his, &c. ſhall not at any time, during the ſaid term harrow or break up any part of the Cloſe called, &c. Part, parcel of the demiſed premiſſes, without the conſent and agreement of the ſaid A.B. his &c. Nevertheleſs it is agreed between the ſaid Parties, that the ſaid C.D. his, &c. Shall and may ear and ſow any of the arable land, parcel of, or belonging to the ſaid demiſed premiſſes (except before excepted) two years together, during the ſaid Term, and not above, and after that ſhall let the ſame lie one year fallow.

That the Leſſee ſhall not plow the land.

And that if the ſaid C.D. his, &c. do, or ſhall at any time during the ſaid term, plow, or harrow or break up, ſow, or put to tillage, or cauſe to be plowed, eared, harrowed or tilled any meadow or paſture ground before here demiſed or granted, now employed to meadow or paſture, or any part thereof, without the agreement, or conſent of the ſaid A.B. his heirs and aſſigns, firſt had and obtained in writing

That then and ſo often he or they ſo plowing, earing, ſowing or ſo putting the ſame to tillage, ſhall pay yearly during the time of ſuch plowing thereof to the ſaid A. B. his heirs and aſſigns, over and above the yearly Rent aforeſaid, for every year ſo eared, plowed or ſowed, twenty buſhels of ſuch Corn, Grain or ſeed wherewith the ſame ſhall be ſo ſowed as aforeſaid, or forty ſhillings for every acre yearly, at the election of the ſaid A. B. his heirs, or aſſigns any thing herein to the contrary notwithſtanding. Nevertheleſs it is agreed, that the ſaid of the arable lands, lying near, and belonging to the ſaid Mills, two years together, and not above, and after that ſhall let the ſame ly fallow one year, and thus ſhall continue the ſame during the ſaid term.

Or thus, That he the ſaid C. D. his, &c. nor any of them, ſhall break up, plow, ear, or put to tillage, any of the Meadows or Grounds reſerved for Meadow or Paſture, within four years next before the determination of this Leaſe, unleſs it be by and with the conſent of, &c.

Section 29.

That he the ſaid C. D. his, &c. according to the Reſervations, Covenants and Agreements in theſe Preſents expreſſed, ſhall and will from time to time, during the ſaid term, continue the poſſeſſion of the premiſſes as true Tenant and Farmer thereof to the ſaid A. B. his, &c. without any voluntary Atturnment, or leaving the poſſeſſion thereof to any other perſon or perſons, pretending or claiming any right, title or intereſt in the premiſſes, or any part thereof,

The Leſſee not to attorn without lawful cauſe.

other than by, from, or under the ſaid A. B. his, &c. and other then by any lawful eviction or recovery of the poſſeſſion of the premiſſes by ordinary courſe of Law againſt the ſaid C. D. or his Aſſigns, to which ſaid ſuit the ſaid A. B. ſhall be made privy from time to time by the ſaid C. D. his, &c. according to the true meaning hereof.

That the Leſſee of an Inne ſhall keep the goods ſafe left in it.

And whereas there be divers Goods and Chattels of the ſaid A. B. in a certain Inventory indented to theſe preſents annexed, mentioned, ſtanding and being in the Houſes of the ſaid demiſed premiſſes, which are by the ſaid A. B. left in the Houſes of the ſaid demiſed premiſſes under the care and charge of the ſaid C. D. his, &c. during the continuance of the Term aforeſaid. Now the ſaid C. D. doth by theſe, &c. covenant that he the ſaid C. D. his, &c. ſhall ſafely keep within the ſaid Meſſuage all and ſingular the ſaid goods and Chattels in the ſaid Inventory ſpecified, during the continuance of the ſaid term. And that they or any of them ſhall not be carried away or removed out of the ſaid Meſſuage during the ſaid Term, nor imployed or converted, otherwiſe than for the lodging and entertainment of the Gueſts of the ſaid C. D. his, &c. within the ſaid Meſſuage or Inne. And that the ſaid C. D. his, &c. or ſome of them ſhall and will likewiſe at the end, determination, ſurrender or forfeiture of the ſaid Term, leave and yield up unto the ſaid A. B. his, &c. or ſome of them within the ſame Inn, all and ſingular the ſaid Goods and Chattels in the ſaid Inven-

tory

tory mentioned, whole and ſafe ſtanding and being in the houſes of the ſaid demiſed premiſſes, and in as good caſe, as now they be, the reaſonable ſtit and decayes thereof by reaſon of the ordinary and orderly uſe thereof for the cauſes aforeſaid onely excepted.

That the Leſſee ſhall uſe the goods in the Houſe.

And it is agreed between the ſaid Parties further, and the ſaid A.B. doth for him and his, *&c.* further condeſcend and agree, That it ſhall and may be lawful to and for the ſaid C D. his, *&c.* to have and uſe the ſaid Goods and Chattels for the neceſſary entertainment of the Gueſts of the ſaid C.D. his, *&c.* within the ſaid Inn, and not elſewhere. Provided alwayes, and it is further agreed between the ſaid parties, that if the ſaid goods and chattels ſhall be removed or intended to be removed out of the ſaid demiſed premiſſes, or converted otherwiſe than to the uſes above-mentioned, that then and at all times after it ſhall and may be lawful to and for the ſaid A.B. his, *&c.* or any of them into the ſaid demiſed premiſſes to enter, and the ſame goods and chattels, or any of them from thence to remove and take away at their will and pleaſure; any thing before-mentioned to the contrary in any wiſe notwithſtanding.

That the Leſſor may fetch away his goods out of the houſe if abuſed.

That he the ſaid C.D. his, *&c.* ſhall well, truely, and to his beſt endeavour, preſerve the Goods, Veſſels and Utenſils belonging to the ſaid Brew-houſe, and mentioned in the Schedule annexed, during the ſaid Term, and ſhall not nor will permit, or ſuffer, any arrear, of exciſe to be unpaid, whereby the ſaid goods or

That the Leſſee ſhall look to the goods of a Brew-houſe.

any part thereof shall be any wayes incumbered.

That the Lessor may take away his goods.

That it shall and may be lawful to and for the said A. B. his, *&c.* at all and every time and times during the said Term of twenty one years to have and carry away at his and their will and pleasure all and every household-stuff, Bedsteeds, Implements, Planckes, Wainscots, Boards, and other things, which now be, or remain at or within the said Messuage, and other the said premisses, being the goods of the said A. B. without gainsaying or interruption of him the said C.D. his, *&c.* or any of them, or of any other by him, or by his means or procurement.

Section 30.

That the Lessee may pull down old houses, and set up new in their room.

That it shall and may be lawful to and for the said C.D. his, *&c.* during the space of seven years, now next following, to pull down two Rooms, being on the Northside of the said Messuage, and called the Bake-house, and a chamber over the same. And the said C.D. doth Covenant *&c.* that he or they, or some or one of them shall and will within the said time of seven years in the place thereof, build up and erect two new Rooms of housing of the same height and breadth, and of as good a kind of building, as the building so taken down was before the plucking down thereof. And it is mutually agreed that the said C.D. his, *&c.*

That the Lessee shall have Timber to do.

shall have and take by the assignment and appointment of the said A.B. his heirs, *&c.* sufficient timber on, and upon the premisses for the doing thereof.

That he the said C.D. his, &c. shall and will

will within the ſpace of ten years next enſuing the date of theſe preſents, at his and their own proper coſts and charges erect, new build, and ſet up in and upon ſome convenient part of the premiſſes three Meſſuages, Tenements or Houſes fit and convenient for habitation to be ſo erected of Timber, Stone or Brick, according to the moſt uſual manner of building now uſed amongſt us in *England*. And the ſame being thus built ſhall from time to time during the ſaid term well and ſufficiently keep repaired. Or thus, That the ſaid C.D. his, &c. or ſome of them at his or their own proper coſts and charges, ſhall and will within the ſpace of, &c. erect, well and ſufficiently build and ſet up, or cauſe, &c. in or upon ſome part of the premiſſes, a convenient dwelling houſe, and other houſes of office, and in and about the ſame building ſhall beſtow the full ſum of two hundred pounds of lawful, &c. at the leaſt, and the ſame ſo builded during the ſaid term, in and by all things needful, ſhall and will repair, maintain and in good reparations keep,

That the Leſſee ſhall new build three houſes.

Shall beſtow two hundred pounds in building.

That the ſaid C. D. his, &c. and his and their under-tenants ſhall and will from time to time during the ſaid term grind all their ſeveral kind of grain whatſoever; that they or any of them ſhall expend in and upon the premiſſes or any part thereof at the Mill or Mills of him the ſaid A.B. his, &c.

That the Leſſee ſhall grind at the Leſſors Mill.

And that if the ſaid A. B. his, &c. ſhall at any time during the ſaid term incloſe any part of the common Fields or waſtes parcel of the premiſſes, in or upon which the tenants of W. aforeſaid

That the Leſſor may incloſe and then the Leſſee ſhall not have common there.

said heretofore have accustomably used to have common of pasture, that then the said C. D. his, &c. shall not by virtue of these presents from thenceforth pretend or claim any title to the said ground, so to be be inclosed as is aforesaid, but shall permit and suffer the said A. B. his, &c. the same to inclose, and being inclosed to keep and occupy to his and their own use, without let or interruption of the said C. D. his, *&c.* during the said Term, so that the said grounds by the said A. B. his, *&c.* hereafter to be inclosed shall not exceed the quantity or number of forty Acres, and so that the said A. B. his, *&c.* before such inclosure made, do appoint, allow and assure unto the said C. D. his, *&c.* and every of them, for and in recompence of such Grounds, so to be inclosed, as much and as good other Lands and Grounds within the Parish and Fields of W. aforesaid, whereunto and from the which the said C. D. his, *&c.* shall and may have as free and as good coming and going, as he now hath to and from such of the premisses before by these presents to him demised, as so shall be hereafter inclosed, the said other Lands to be assured to the said C. D. his, *&c.* in like manner and form, and under like Conditions and Covenants, as he or they shall have, had or enjoyed the Lands or Grounds, so to be inclosed, if no such inclosure were hereof had or made; any thing herein to the contrary notwithstanding.

Allowance of other land in recompence.

And that the said A. B. his, *&c.* may inclose and keep so much of the premisses as doth be-

long

long to the ſaid Capital Meſſuage, &c. as at this time is not incloſed, and every part thereof for the ſheep of the ſaid A. B. his, &c. being Owner and Owners of the ſaid Mannor of W. and of all and every the Tenants and Farmers of the ſaid A. B. his, &c. of the ſaid Mannor yearly, during this Leaſe in the open time of the year in as ample and large manner and form as he the ſaid A. B. his, &c. ſhould, ought, or might have done if this Leaſe had never been made. And if it ſhall fortune the ſaid C. D. his, &c. or any of them, at any time during this Leaſe, ſhall willingly or adviſedly diſturb or interrupt the ſaid A. B. his, &c. or any of them, or his or their Tenants or Farmers of the ſaid Mannor of W. or any of them quietly to have, uſe and enjoy the ſaid grounds to be encloſed for ſheep in ſuch manner and form as before is declared. That then he the ſaid C. D. his, &c. for every ſuch diſturbance or interruption as is aforeſaid, ſhall forfeit and loſe to the ſaid A. B, his, &c. Lords or Owners of the ſaid Manner of W. ſuch pain and ſums of money has be hereafter expreſſed, that is to ſay for the firſt diſturbance or interruption as is aforeſaid twelve pence, for the ſecond diſturbance or interruption eighteen, and for the third interruption two ſhillings, and from thenceforth for every diſturbance or interruption twice double the pain and ſum next before for the ſaid laſt named interruption.

To pay money upon every interruption.

Section 31.

That the ſaid C. D. his, &c. ſhall and will leave and yield up unto the ſaid A. B. his, &c. at

That the Leſſee ſhall leave the goods he finds.

at the end or determination of the ſaid term all ſuch moveable goods and chattels as be mentioned and ſet forth in the Schedule hereunto annexed in the place or places upon the ſaid premiſſes, where they ſhall be at the comencement of this preſent demiſe, or for the moſt part of the term aforeſaid were uſed, whole, ſafe, ſound, and in ſuch good caſe, as at the commencement of this preſent demiſe they ſhall be, the reaſonable ſtit thereof only excepted, Neverthelefs it is agreed between, &c. And the ſaid A. B. doth, &c. that it ſhall and may be lawful to and for the ſaid C. D. his, &c. from time to time during the ſaid term, to break, take up, and carry away all leads, coppers, pans, fats, and other veſſels and things of the ſaid C. D. his, &c. which he or they, or any of them ſhall at any time during the ſaid term, frame, build, or ſet up in any part of the premiſſes for his or their neceſſary uſes; and the ſame to have, take, carry away and enjoy to his and their own uſes, without any impeachment or hindrance of the ſaid A. B. his, &c. or any of them, or any other perſon or perſons whatſoever, by his, or their, or any of their means. Provided always, and the ſaid C. D. doth, &c. covenant, &c. that the ſaid C. D. his, &c. ſhall and will from time to time, and as often as any of them ſhall break, and take up any ſuch Leads, Coppers, Pans, Fats, or other veſſels, or things aforeſaid, he and they ſhall and will ſufficiently repair, and make good again all breaches by him or them to be made upon any part of the ſaid premiſſes. Or thus,

And that the ſaid C. D. his, &c. and every of them

them, being Tenants of the ſaid Meſſuage and premiſſes, ſhall and will at all times, and from time to time yearly, during this preſent Leaſe, do and make ſuch ſuit to the Court-Baron of the ſaid A. B. his, &c. to be kept for his Manor of D. and to the Law-dayes there upon reaſonable ſummons and warning to them given, as is before reſerved. And that the ſaid C. D. his, &c. and every of them, as occaſion ſhall be; ſhall be there ready to be ſworn, and ſhall and will obey ſuch orders as ſhall be there made, and do, perform, and execute with the reſt of the Tenants, and the homage of the ſaid Mannor of D. as hath been heretofore uſed and accuſtomed.

That the Leſſee do ſuit of Court.

Section. 32.

And that the ſaid C. D. his, &c. or either of them, or any other perſon or perſons by his or either of their procurement, ſhall not at any time during the ſaid term, do, make or commit, or cauſe or willingly ſuffer, or agree to be done, made or committed any manner of waſte ſteep, ſpoil or deſtruction, of, in or upon the ſaid demiſed premiſſes or any part thereof, or of, in, or upon the Trees, Woods, or Under-woods thereof, during the ſaid term, except it be by the aſſent and agreement of the ſaid A. B. his, &c. but as much as lawfully he and they may, ſhall withſtand and hinder the ſame.

That the Leſſee ſhall not do waſte.

And that the ſaid C. D. his Executors, &c. ſhall not at any time during the ſaid term make any voluntary ſale of, or fell, crop, lop, or top any of the Trees, Woods, or Under-woods, growing or to be growing in or upon the ſaid demiſed premiſſes, but only for the repairing of the

Nor cut trees.

the houſing or Lands demiſed, or mound, or bounds thereof, and in ſuch ſort as is herein agreed, and ſave onely ſuch as ſhall be made and done by conſent of the ſaid A. B. his, &c.

That the Leſſee ſhall have Fire-boot

Nevertheleſs it is agreed between all the ſaid parties. And the ſaid C. D. doth for him, his, &c, hereby covenant, grant and agree, that it ſhall and may be lawful to and for the ſaid C. D. his, &c. yearly, during the ſaid Term, to have and take ſufficient and competent Timber and fuel for fire-boot, hey-boot, and plow-boot, in, of, from, or upon, not onely all and every the before demiſed premiſſes, but alſo of, and from the things before excepted; out of this demiſe, to be ſpent in and upon the ſaid demiſed premiſes, and not elſewhere.

That the Leſſee may ſell ſome trees.

And that it ſhall and may be lawful to and for the ſaid C. D. his, &c. during the ſaid Term, at ſeaſonable times to lop, top, crop, and cut all and ſingular, and all manner of Trees and Woods, growing and being, or to be growing and being in and upon the before recited forty Acres of Land, Medow and paſture adjoyning to the ſaid Mills, (parcel of the before demiſed premiſſes) and the ſame lops and tops to take, carry away and ſell, or otherwiſe convert to his and their own uſe, at their will and pleaſure without any impeachment of waſte for the ſame.

That the Leſſee ſhall preſerve the Woods.

That the ſaid C. D. his, &c. ſhall and will at all times, during this term, and according to the Laws in that caſe provided make, maintain and keep, and ſufficiently fence and incloſe all the Woods, Groves and Copices before demiſed

miſed, and every part thereof, and the Springs, Hedges, Mounds and Fences thereof. And the ſame being at or after every fellet or cutting thereof, or of any part thereof, once fenced and and incloſed at the coſts and charges of the ſaid C. D. his, *&c.* the ſame Woods, Underwoods and Springs with their Shoots, and every of them ſhall and will during this preſent term, ſave, defend, and keep from any voluntary waſte, ſpoil or deſtruction of or by any perſon or perſons, or any kind of Cattel whatſoever. Nevertheleſs it is agreed, that it ſhall and may be lawful to and for the ſaid C. D. his, *&c.* to have and take the feeding and herbage of ſuch Woods, Underwoods, and Copices, with ſuch Cattel only, and only at ſuch convenient times, and in ſuch manner, as may be convenient, without hurting or ſpoiling of the Woods or Spring, growing or to be growing there, concerning which the ſaid C. D. doth for him, *&c.* hereby covenant, that the Woods and Springs there growing ſhall not be hurt, eaten or ſpoiled by the voluntary or willing negligence, act or means of the ſaid C. D. his Executors, *&c.*

Or thus, that the ſaid C. D. his, *&c.* ſhall at at all times hereafter, during this Leaſe preſerve and keep harmleſs from damage and hurt of Cattel, or other negligent ſpoil, all the Woods, Copices, and Under-woods, growing, and being in and upon the ſame demiſed premiſſes, or any part thereof. And that no manner of Cattel at any time of the Year, ſaving only between the firſt of *November*, and the firſt day of *April*. And then alſo that no other Cat-

Cattel, but Horses and Calves only shall be put and suffered to be in the same woods, or under woods, or any of them.

Section 33.

A Covenant not to Sell or Assign.

That the said C. D. his, &c. or any of them shall not, nor will at any time during the said demised term give, sell, bargain, grant or alien his or their estate, lease, interest or term of, or in the demised premisses, or any part thereof, nor grant, assign, or let the said demised premisses, or any part thereof, exceeding the quantity of 20. acres, directly or indirectly for longer time then from year to year only, or charge or incumber the same or any part thereof, to any person or persons other than to the wife, child, or children of the said C. D. or to I. S. of &c. his executors or administrators, or such other person or persons, as he shall for that purpose nominate and appoint without the agreement, license and consent of the said A. B. his, &c. first had and obtained in writing under his hand and seal:

Or thus briefly, And it is also agreed between the said parties, and every of them, that the said C. D. his, &c. shall not at any time by any manner of means, demise, let assign over, and part with, any part of the said demised premisses, or the possession thereof, to any person or persons whatsoever, without license from the said A. B. his, &c. first had and obtained in writing.

That the said C. D. his, &c. shall not at any time,

time, put away the ſaid demiſed premiſſes, or any part thereof, to any perſon or perſons, other than to the ſaid A.B. his heirs and aſſigns, ſo that the ſaid A. B. his heirs and aſſigns will pay or cauſe to be paid to the ſaid C.D. his executors, &c. the ſum of, &c. of lawful, &c. for ſuch perfect and ſufficient aſſurance in the law of the eſtate of the ſaid C.D. of and in the ſaid premiſſes to be conveyed, ſurrendred, and yielded up unto the ſaid A.B. his heirs and aſſigns, diſcharged of all manner of Titles, Charges and Incumbrances whatſoever, as ſhall be deviſed or adviſed by the ſaid A.B. his, &c. or his, or their counſel learned in the law.

That the Leſſee ſhall alien to none but to the Leſſor himſelf.

Or thus, That if in caſe the ſaid C. D. ſhall at any time hereafter, alien, give or grant over his whole intereſt, and term, which he hath then or ſhall have, of and in the premiſſes by virtue of theſe preſents; That then the ſaid C.D. his, &c. ſhall from thenceforth yearly during ſo many years of the ſaid Term as ſhall be then to come, pay and deliver, or cauſe to be delivered unto the ſaid A. B. his, &c. at the Feaſt of, &c. yearly twelve gallons, of Wine, Sack, good and perfect, or elſe forty ſhillings of good, &c. at the election of the ſaid A.B. his, &c. over and above the ſaid yearly Rent of 20. l.

That the Leſſee ſhall pay Wine yearly if he alien.

Or thus, And that the ſaid C.D. his, &c. ſhall and will content and pay unto the ſaid A.B. his, &c. owners and poſſeſſors of the ſaid Mannor of W. at all times, and from time to time during this preſent Leaſe, at every alienation, aſſignment, grant or exchange, hereafter to be made during the ſaid Term by the ſaid C. D. his, &c.

That the Leſſee ſhall pay money upon every alienation or death.

or any of them of the ſaid eſtate or term of years, or of any part thereof, or of, or in the premiſſes, or any part thereof; and all and every other lawful departing, by any other means, from the poſſeſſion of the ſaid premiſſes, or any part thereof two ſhillings of, &c. for every acre in the name of a Fine, and ſo after that rate for every part and parcel of the ſame to be alienated, exchanged, or departed lawfully withal by the ſaid C.D. his, &c. or any of them at any time hereafter, whereof they, or any of them, ſhall die poſſeſſed, during the ſaid Leaſe, as is aforeſaid; Provided that the ſaid C.D. his, &c. or any of them may alien the premiſſes, or any part thereof from year to year only, and not otherwiſe, without any fine, or ſum of money to be paid for the ſame.

Section 34.

That the Leſſee ſhall receive Rents, and give an account.

That the ſaid C.D. his, &c. ſhall and will yearly during the ſaid Term, do, as much as in him or them ſhall lie, without ſuit in Law, to gather, and levy all the Rents, Fines, Amerciaments, and other yearly profits, which ſhall happen to ariſe or grow due to the ſaid A:B. his, &c. during the ſaid term of twenty one years within, and from his Mannors of D. and S. in the County of G. And the ſame Rents and Profits, or by him received, ſhall yearly, during the ſaid Term at every half years end juſtly account for, and fully pay over to the ſaid A.B. his, &c. without any manner of fee, allowance or reward to be demanded for the gathering thereof.

That

That the ſaid C. D. his, &c. ſhall permit and ſuffer one A. B. and his Aſſigns to plant and make in and upon ſome convenient place of the demiſed premiſſes, an Orchard with ſuch ſtore of Fruit-trees, as the ſaid A. B. or his Aſſigns, ſhall think meet, and the ſame Orchards, and Fruit-trees, ſo made and planted, ſhall fence, preſerve and keep, ſo much as in him ſhall be, from ſpoil and hurt of Cattel, and from all other harm and deſtruction.

For the Leſſee to permit man to plaant an Orchard.

Or thus, That the ſaid A. B. his, &c. ſhall permit and ſuffer the ſaid C. D. his, &c. to plant and make in and upon ſome convenient place of the demiſed premiſſes, one Orchard not exceeding the number of two acres of Land with ſuch ſtore of fruit, and other Trees, as the ſaid C. D. or his, &c. ſhall think meet, and the ſame Orchard and Fruit-trees ſo made and planted ſhall fence, preſerve and keep, ſo much as in him ſhall be, from ſpoil and hurt of Cattel, and from all other harm and deſtruction, during the ſaid Term.

That the Leſſor ſhall plant an Orchard.

Section. 35.

And that the ſaid C. D. his Executors, &c. ſhall and will yearly give and deliver unto the ſaid A. B. his Heirs, &c. two good and able Swine hogs well and ſufficiently fatted at the coſts and charges of the ſaid C. D. his, *&c.* And alſo one Boar well and ſufficiently fatted, and ready dreſſed at the Feaſt of, *&c.* yearly during the ſaid Term. And alſo ſhall and will yearly, during the ſaid term, well and ſufficiently fat,

That the Leſſee ſhall fat and deliver Cattel to the Leſſor.

or any of them of the ſaid eſtate or term of yea
or of any part thereof, or of, or in the premiſ
or any part thereof; and all and every o
lawful departing, by any other means, fr

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That the ſaid C. D. his, &c. ſhall permit and ffer one A. B. and his Aſſigns to plant and e in and upon ſome convenient place of the ſaid premiſſes, an Orchard with ſuch ſtore

For the Leſſee to permit man to plant an Orchard.

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or any of them of the ſaid eſtate or term of yea
or of any part thereof, or of, or in the premiſſe
or any part thereof; and all and every oth
lawful departing, by any other means, fro
the poſſeſſion of the ſaid premiſſes, or any pa
thereof two ſhillings of, &c. for every acre
the name of a Fine, and ſo after that rate f
every part and parcel of the ſame to be aliena
ed, exchanged, or departed lawfully withal
the ſaid C.D. his, &c. or any of them at a
time hereafter, whereof they, or any of the
ſhall die poſſeſſed, during the ſaid Leaſe, as
aforeſaid; Provided that the ſaid C.D. hi
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aments, and other yearly profits, which ſha
happen to ariſe or grow due to the ſaid A:B. his
&c. during the ſaid term of twenty one year
within, and from his Mannors of D. and S. i
the County of G. And the ſame Rents and Pro-
fits, or by him received, ſhall yearly, during th
ſaid Term at every half years end juſtly accoun
for, and fully pay over to the ſaid A.B. his, &c
without any manner of fee, allowance or reward
to be demanded for the gathering thereof.

That

That the ſaid C. D. his, &c. ſhall permit and ſuffer one A. B. and his Aſſigns to plant and make in and upon ſome convenient place of the demiſed premiſſes, an Orchard with ſuch ſtore of Fruit-trees, as the ſaid A. B. or his Aſſigns, ſhall think meet, and the ſame Orchards, and Fruit-trees, ſo made and planted, ſhall fence, preſerve and keep, ſo much as in him ſhall be, from ſpoil and hurt of Cattel, and from all other harm and deſtruction.

For the Leſſee to permit man to plant an Orchard.

Or thus, That the ſaid A. B. his, &c. ſhall permit and ſuffer the ſaid C. D. his, &c. to plant and make in and upon ſome convenient place of the demiſed premiſſes, one Orchard not exceeding the number of two acres of Land with ſuch ſtore of fruit, and other Trees, as the ſaid C. D. or his, &c. ſhall think meet, and the ſame Orchard and Fruit-trees ſo made and planted ſhall fence, preſerve and keep, ſo much as in him ſhall be, from ſpoil and hurt of Cattel, and from all other harm and deſtruction, during the ſaid Term.

That the Leſſor ſhall plant an Orchard.

Section. 35.

And that the ſaid C. D. his Executors, &c. ſhall and will yearly give and deliver unto the ſaid A. B. his Heirs, &c. two good and able Swine hogs well and ſufficiently fatted at the coſts and charges of the ſaid C. D. his, *&c.* And alſo one Boar well and ſufficiently fatted, and ready dreſſed at the Feaſt of, *&c.* yearly during the ſaid Term. And alſo ſhall and will yearly, during the ſaid term, well and ſufficiently fat,

That the Leſſee ſhall fat and deliver Cattel to the Leſſor.

in and upon the premiſſes to and for the uſe of the ſaid A. B. his, *&c.* one Bullock being of the age of three years to be killed yearly, and deliver the ſame to the ſaid A. B. his, *&c.* at or in ſome part of the ſaid demiſed premiſſes, and at the Feaſt of, *&c.* yearly during the ſaid Term.

That he ſhall keep for him horſes, and feed beaſts for him.

And alſo ſhall and will yearly at his and their own proper coſts and charges, find and give unto the ſaid A. B. his Heirs and Aſſigns ſufficient graſs and paſture for one Gelding, Nag, or Mare, in and upon ſome part of the ſaid Farm before demiſed, where Horſes and Geldings ſhould go and paſture in, from the firſt day of *May* unto the Feaſt of Saint *Martin* the Biſhop in winter yearly, and every year during the ſaid Term, and alſo ſhall bring give and deliver unto the ſaid A. B. his, *&c.* yearly, during the ſaid Term at the ſaid Meſſuage two ſufficient Wainloads of good Hay, and three tun of Sea-coal, and twenty wain-load of good hard wood. And ſhall alſo yield, pay and deliver, or cauſe, *&c.* to the ſaid A. B. his, *&c.* yearly, during the ſaid Term, ſixteen quarters of wheat, and twenty quarters of Oats, good, ſweet, merchantable and clean dight, and ſix loads of wheaten-ſtraw, and ſix loads of Oaten-ſtraw, at the Feaſt of, *&c.*

To deliver half the Fiſh to the Leſſor.

That the ſaid C. D. his, *&c.* ſhall and will yearly every year, during the ſaid term, deliver and render or cauſe to be delivered and rendred, the one half of all the Fiſh and Fowl as ſhall be from time to time taken in, or upon the ſaid premiſſes by the ſaid C. D. or by his procurement or

or agreement. And that the ſaid C. D. his, &c. ſhall not any time, during the ſaid term, ſuffer any other, without their or ſome of their appointment to take Fiſh or Fowl, in or upon the ſaid premiſſes, or any part thereof without puniſhment or ſufficient recompence to be made for the ſame. And that it ſhall and may be lawful to and for the ſaid A. B. his, &c. by themſelves or any other to be appointed by them, to take fiſh or fowl upon the ſaid premiſſes, or any part thereof at his or their pleaſure from time to time during the ſaid term, and the ſame ſo taken to have and enjoy without any manner of let or denial of, or by the ſaid C. D. his, &c.

Nor to ſuffer others to fiſh and fowle there.

That the Leſſor ſhall fiſh and fowl.

That the ſaid C. D. his, &c. ſhall not diſturb I. S. of, &c. in the quiet holding and enjoying of one Cloſe of, &c. which of late the ſaid I. S. did purchaſe of the ſaid A. B. to him the ſaid I. S. and his heirs for ever; but permit and ſuffer the ſaid I. S. his heirs for ever hereafter quietly to hold and enjoy the ſame. And that the ſaid I. S. his Executors, &c. ſhall have free liberty and leave at any time within forty dayes now next following, to have, take, remove, and carry away, all and every the goods and chattels of him the ſaid I. S. which now are and be in or upon the ſaid Meſſuage and Premiſſes, and which of right ought to come unto the ſaid I. S. and that he the ſaid C. D. his, &c. ſhall and will permit and ſuffer the ſaid I. S. his, &c. ſo to do, and not diſturb him or them therein. And that the ſaid C. D. his, &c. ſhall not diſturb, but ſhall permit and ſuffer I. S. of, &c.

That the Leſſee ſhall ſuffer another man to enjoy a ground bought out of the farm, and to take away his goods.

That the Leſſee ſhall ſuffer others to have common of as formerly.

and his, &c. Farmers of the fold courſe of E. to have ſuch ſhack and common upon the ſaid demiſed premiſſes with their ſheep at ſeaſonable and convenient times to be accompted from the 28 of *May.* to the 1 day of *Octob.* as heretofore they have lawfully uſed to have within the ſaid Town.

Or thus, That the ſaid I. S. ſhall not diſturb, but ſuffer I. S. of, &c. quietly to enjoy, and all others tenants of the ſaid Mannor of D. to have common of paſture for their Cattel, in all the overt and common fields hereby before demiſed, when and at ſuch times as the ſame ought to lie fallow according to the courſe and uſage of the place. And that the ſaid C. D. his, &c. ſhall not do, cauſe, permit, or ſuffer to be done, any act or thing by which the uſe or courſe of the ſame Fields ſhall be altered or put into any other plight, now they are uſed.

Or thus, That the ſaid C. D. his, &c. ſhall and will at all times, and from time to time during the ſaid term permit and ſuffer I. S. his Heirs and Aſſignes, Farmers of the fold Courſe of E. to have ſuch ſhack upon the demiſed premiſſes; with their ſheep, at ſeaſonable and convenient times, to be accounted from *Mich.* to the Annuntiation of the Virgin *Mary*, as heretofore they have lawfully uſed within the place and Pariſh of W.

That the Leſſor may cut and take timber,

That it ſhall and may be lawful for the ſaid A. B. his, &c. ſervants and work-folks at all times convenient to enter, come and go into, and from any of the grounds or cloſes before demiſed, for the felling, making and carrying away of all ſuch

such wood and timber, as the said A. B. his,&c. and servants shall from time to time, fell and make, during the said term, without let or interruption of the said C. D. his, &c.

Or thus, And that it shall be lawful to and for the said A. B.his,&c. his and their workmen and servants, during the said term, at all times convenient and fit, to fell, take, carry away, all, or any of the Woods, or Under-woods, or Trees before excepted of any part of the premisses, with Carts, Ploughs and Carriages whatsoever as to them, or to any of them, shall seem best or fittest, without spoil or hurt, or with as little spoil, or hurt, as conveniently may be by any means to the Corn, Grass, Meadows or Hedges thereof. Another.

The next sort of Covenants may be, or not be in Deeds of Conveyances of Lands, or they may be in Articles of Covenants onely.

Section. 36.

To pay Money.

That the said A. B. his, &c. shall and will pay unto the said C. D. his, &c. the sum of forty pounds of lawful *English* Money, at and upon the first day of, &c. now next coming, at or in the now dwelling house of the said C. D. in, &c.

Or thus, That the said A. B. &c. shall and will content and pay, or cause to be paid unto the said C. D. his,&c. forty pound of, &c. with-

in six months next after the full age of G. and H. sons of H. or of either of them, if they or either of them shall so long live, or else within one year next after the natural death of the Survivor of them the said G. and H. if both the said G. and H. shall die before either of them shall come to, and be of his full age.

Or thus, Shall at or before the twentieth day of *May* next coming, *&c.* pay, *&c.* and at or in the dwelling house of the said C. D. between the hours of, *&c.* of the same day.

Or thus, At, in and upon such Feast-day, and to such person and persons, as the said C. D. by his writing sealed, shall name or appoint to receive the same.

Or thus, The sum of forty pound in manner following (*viz.*) on the Feast of, *&c.* five pound, and on the first day of *May*, then next following five pound, and so forth from year to year, and half year to half year, on every Feast of, *&c.* and on every first day of *May*, next and immediately ensuing one after another five pound, until the said sum of forty pound be paid; and all the said payments at the dwelling-house, *&c.*

Or thus, Shall pay, *&c.* upon the Feast-day of, *&c.* which shall be in the year of our Lord 1658.

Or thus, Shall pay, *&c.* within a month after the said C. D. shall come to the age of fourteen years, and agree to a marriage between him and E. L.

Or thus, To pay, *&c.* at such time, and such

ſuch place, and when the ſaid A. B. or ſuch perſon as he ſhall name, ſhall be made ſure of one Meſſuage, &c. to him and his heirs for ever.

Or thus, That if the ſaid A.B. ſhall die before the ſaid G. and H. or either of them ſhall come, and be of his ſaid full age, the ſaid G. or H. then ſurviving the ſaid A.B. that then the ſaid C.D. his, &c. ſhall content and pay to the ſaid A. B. his, &c. the ſum of forty pound of, &c. within one year next after ſuch deceaſe of the ſaid A.B. &c.

Or thus, That the ſaid A. B. his, &c. ſhall pay unto the ſaid C. D. his, &c. the ſum of, &c. in manner and form following (that is to ſay) twenty Marks by the year, yearly by the ſpace of two years, next enſuing, at the two moſt uſual Terms in the year, and twenty Nobles a year for the next two years, immediately following the ſaid laſt two years, at the two uſual Terms aforeſaid.

Or thus, That the ſaid A. B. ſhall within one Moneth next after any Lands ſhall deſcend, remain, or come to him from M. B. his Uncle by right of inheritance to him and his heirs for ever, pay, &c.

Or thus, That the ſaid A. B. his, &c. if in caſe the ſaid E. D. wife of the ſaid C.D. do fortune to dy before the ſaid C. D. and after the ſolemnization of the ſaid Marriage, that then and from thenceforth the ſaid A. B. ſhall pay yearly to the ſaid E.D. or her aſſigns, at the Church of *Dale*, the yearly rent of forty pound of, &c. for and during the life of the ſaid E. D. at the Feaſts

Feasts of, &c. by even portions, the first payment thereof to begin at either of the said Feasts which shall next ensue the day of the death of the said E.D.

To pay money at divers dayes.

Or thus, That the said A.B. his, &c. do and shall well and truly pay, or cause to be paid unto the said C.D. his, &c. at or within the Messuage or Mansion-house, commonly called B. the place where M. A. Widow, now dwelleth, scituate and being in Saint *Martins le Grand*, within the City of, &c. the sum of ten pound of, &c. in manner and form following; That is to say, on the tenth day of *November* next coming after the date above-written, at, &c. between the hours of eight of the Clock in the Forenoon of the same day, and five of the Clock in the Afternoon of the same day, five pound of, &c, and on the tenth day of *February* then next following at the place aforesaid, and between the hours aforesaid, other five pound.

To pay money at ones return from beyond Sea.

Or thus, That whereas C.D. is now minded to travel personally to the City or Town of I. in the Province or Countrey sometime called I. or to the place where the said City or Town sometime was scituated and stood. That the said A.B. his, &c. or some of them, shall well and truly content, &c. unto the aboveſaid C.D. his, &c. the sum, &c. of, &c. within, &c. next after, and ensuing the day of the return of the said C.D. into the Realm of *England* from the said place, and have lawfully proved, declared or published, unto the said A.B. his, &c. by certificate or testimonial under the Seal of the said City or Town of I. or of the next City, Town or Place, hav-

having a Common Seal, unto the place where the ſaid City or Town of *I.* was ſcituate and ſtood or under the Seal of the ſtate of the City of *Venice* in *Italy*, or by other ſufficient or true proofs, that the ſaid C.D. hath been perſonally at the ſaid City or Town of I. or at the place where the ſame Town or City ſometime was ſcituate and builded.

To pay money at ones return from beyond Sea or marriage day, &c.

Or thus, That where the ſaid C.D. hath bargained and ſold unto the ſaid A.B. one Gold ring, for the ſum of three pound of, &c. the ſaid A.B. doth covenant, &c. that the ſaid A.B. &c. do and ſhall well and truely pay, &c. unto the ſaid C.D. his, &c. the ſaid three pound in manner and form following, *viz.* at, and upon the day of the coming or arrival of the ſaid C. D. into J. from the ſaid City of R. or within ten dayes next after the ſaid arrival, or at, and upon the day of the celebration of the marriage of the ſaid C.D. or at, or upon the day of the deceaſe of the ſaid C.D. *viz.* at the firſt of the ſaid days or terms, which ſhall next happen to come to paſs.

To pay money to children at their dayes of marriage.

Or thus, That the ſaid G.H. ſhall well and truly pay, &c. or cauſe, &c. to E.D. daughter to the ſaid C.D. or her, &c. twenty ſhillings yearly, and every year at the feaſt of, &c. until the day of the marriage of the ſaid E.D. the firſt payment thereof to begin at the feaſt of E. &c. And alſo ſhall truly content and pay, &c. to the ſaid E.D. or her, &c. forty pound of, &c. at, &c. upon the day of the marriage of the ſaid E. D. And if it ſhall fortune the ſaid E.D. to depart this world before ſhe ſhall be married, then

then the ſaid G. H. his, &c. or one of them ſhall truely content and pay, &c. to the ſaid C. D. his, &c. the ſaid ſum of forty pound within one moneth next after the deceaſe of the ſaid E. D.

To pay portions.

Or thus, That the ſaid C.D. his, &c. ſhall and will pay and deliver, or, &c. to the ſaid W.E.M. and A. natural children of the ſaid N. late of R. their late father deceaſed their ſeveral filial portions or childs parts of the goods and chattels of their ſaid late father, according to their ſaid fathers laſt will or inventory thereof. And if it fortune any of the ſaid children to die before they come to a lawful age, or be married as is aforeſaid, That then the ſaid C. D. do and ſhall content and pay the portion, and other ſuch right of him, her or them ſo dying, to whom the law ſhall appoint the ſame to be paid, and which of right ought to have the ſame.

Or thus, Whereas I.S. did by his laſt will give to L.M. and N.O. the late children of, &c. and did appoint his Executor to pay in the ſame to S. T. to be by him imployed for, and paid to the ſaid children when they come to their ſaid ages reſpectively, and the ſaid Executor hath paid in the ſame money to the ſaid S. T. to the uſe of the ſaid Children.

To imploy portions for children.

That the ſaid S.T. ſhall well and faithfully imploy the ſame money for benefit of the ſaid children, and ſhall and will alſo well and truly pay or cauſe to be paid unto the ſaid L.M. and N.O. reſpectively their ſeveral ſums at their ſeveral and reſpective ages of 21 years without fraud according to the true meaning of the ſaid will.

Or

Or thus, Shall and will pay to the ſaid C. D. his, &c. the ſum of, &c. in manner and form following (*viz.*) twenty marks by the year yearly, by the ſpace of five years next enſuing at two terms in the year, to be nominated and appointed by the ſaid C. D. his, &c. and ten pound the next year immediately following the ſaid five years, at two terms as aforeſaid. And for the better and further aſſuring thereof, ſhall and will charge all and ſingular his Lands and Tenements which he hath in the ſaid County of G. and for that purpoſe ſhall and will do all and every act and thing from time to time as ſhall be adviſed and required by the ſaid C. D. or his Counſel learned in the Law, at the proper coſts and charges in Law of the ſaid C. D. his, &c.

To pay mony and charge land to do it:

That where the ſaid A. B. hath ſold and aſſured to the ſaid C. D. his Heirs and Aſſigns one meſſuage. &c. now in Leaſe to G. N. Gent. for the term of ten years, from the twentieth of *May* next, that the ſaid A. B. his, &c. ſhall pay to the ſaid C. D. his, &c. at the dwelling houſe of, &c. every year during the ſaid ten years after the Feaſt of, &c. the ſum of forty ſhillings of, &c. the firſt payment thereof to begin at the Feaſt of Saint *Michael*, &c. which ſhall be, &c. and not before.

To pay a yearly Rent for a time, till land ſold come in hand.

That the ſaid A. B. his, &c. ſhall well and truly deliver and pay, or cauſe to be delivered and paid unto T. D. ſon of the ſaid D. D. the ſum of, &c. within one month next after the ſaid T. D. ſhall come to his full age of twenty one years. And alſo carefully and honeſtly according to his calling and degree keep, educate

To pay mony to a child when he comes to age the mean while to keep it.

ducate and bring up the ſaid T. D. during his nonage, with neceſſary and convenient meat, drink, lodging, learning and apparel. And if the ſaid T. D. ſhall happen to die before he ſhall come to his ſaid Age of twenty one years, that then the ſaid A. B. his, &c. ſhall within one year next after the deceaſe of the ſaid T. D. pay or cauſe to be paid to the Executors or Adminiſtrators of the ſaid T. D. to the uſe of the children of the ſaid T. D. that ſhall be then living, the ſum of, &c. to be equally divided and diſtributed amongſt them.

To deliver and lend money.

That the ſaid A.B. ſhall and will on the tenth day of, &c. next enſuing the date hereof, deliver and lend unto the ſaid C. D. at or in the, &c. the full ſum of, &c. upon the ſingle Bond of the ſaid C. D. until the nine and twentieth day of, &c. then next enſuing, without loan, intereſt or other conſideration to be had for the ſame.

To pay mony or give new ſecurity for it.

That the ſaid A.B. his, &c. or any of them, ſhall and will well and truly pay, &c. unto the ſaid C. D. his, &c. the ſum of, &c. at, &c. on, &c. and then alſo do and ſhall procure, and cauſe one other ſufficient ſurety to become bound with him the ſaid A, B. his, &c. unto the ſaid C. D. his, &c. by their obligation in due form, to be made in the penalty of, &c. for the true payment of, &c. more of lawful, &c. upon the, &c. then next following, and which ſhall be in the year of &c.

Another.

That the ſaid A. B. his. &c. ſhall well and truely pay, &c. unto the, &c. at or in the, &c. and theſe alſo ſhall on the ſaid, &c. day of, &c. next

next at the place aforesaid become bound with good and sufficient sureties to the liking of the said, &c. her, &c. by their obligation in due form of law to be made and delivered unto the said, &c. her, &c. in the sum of, &c. unto the said, &c. her, &c. in, &c. next, &c, at or in the, &c.

That where the said W.H. and R.B. by their obligation, or writing obligatory bearing date, &c. are and stand jointly and severally bounden unto the said C.D. in the sum of, &c. That if the said W.H. and R.B. their Executors, Administrators and Assigns, shall make default in payment of the said sum of, &c, the said, &c. in which the same ought to be as aforesaid. That then the said, A.B. his, &c. or some or one of them shall and will within four daies next, and immediately ensuing the said, &c. well and truly pay or cause to be paid unto the said C.D. his, &c. the sum of, &c. or so much thereof as shall be unpaid in, or upon the said, &c. at, or in, &c. without fraud or coven.

To pay within four dayes if the parties bound do not pay it,

That the said A.B. his, &c. shall or will well and truely content and pay or cause to be paid unto the said C.D. his, &c. during the, natural life of the said C. the sum of, &c. at two Terms of the year; that is to say, at &c. or within twelve days next after every of the said Feasts, by even portions without fraud or coven.

To pay money yearly, during the life of the obligee.

Section

Section 37.

To deliver things.

To deliver goods.

And the ſaid A.B. doth for him his, &c. hereby covenant, &c. to and with the ſaid C.D. his, &c. That he the ſaid C.D. [or that E.F. another as the caſe is] ſhall well and truely deliver, or cauſe to be delivered, at, or in the Boothal in *Glouceſter* on this ſide the Feaſt of, &c. or within four daies next enſuing after the ſaid Feaſt, forty ſtone of good merchantable, and perfect fleece-wool without tar or locks, being well clean and ſufficiently waſhed, and perfectly dyed. Or thus, the number and quantity of fifty tod of wool good and merchantable without any manner of refuſe, whatſoever, of the growth of the County of N. of the like goodneſs and fineneſs, as any one man ſhall have of this years growth, and grown within five miles of C. at, or within the houſe of, &c. between the fourteenth day of, &c. next enſuing, frank and free without any thing thereof to be given or paid by the ſaid C.D. his, &c.

Faggots.

Or thus, ſhall well and truly deliver, or cauſe to be delivered one thouſand Faggots of Wood, of Oak, Aſh or Elm of able good-ſtuff, after the Rate of ten hundred to the thouſand, and ſixſcore four Faggots to every hundred, every Faggot to contain in length four foot and a half at the leaſt, and one yard within the band, and to be well made, and well and ſufficiently filled and bound

bound, at or on this side, &c. at the mansion house, &c.

Or thus, That at his or their proper costs and charges before the tenth day of, &c. fell, or cause to be felled hard by the ground in barking time, all those ten Oaks, late the Oakes of the said A. B. and sold to the said C. D. and now standing and growing in a Close of the said A.B. in little D. in the said County of G. and already marked to be felled down. And shall pill the bark of them to the most advantage of the said C. D. his, &c. And shall make and cause to be made all the tops of the said Ten Oaks into good and sufficient Faggot-wood, called half hundred wood, and other Blocks meet for the Fire. And shall also at his or their like proper costs and charges before the said tenth day, &c. deliver or cause, &c. to the said C. D. his, &c. at the Mansion house of, &c. within the City of G. as well all the bodies of the said ten Oaks and every of them with the bark from them to be pilled, as also all and singular the said Faggot-wood, called half-hundred wood, and other Blocks, coming and arising of the tops of the said ten Oaks, and every of them. Trees and Wood.

Or thus, That where the said A. B. hath sold unto the said C. D. one thousand Cod-fish, commonly called Island Cod-fish, well salted and dryed to be chosen out of the Fish that shall be brought from *Iseland* in any of the three ships of the said A. B. which be called by any of these names, *viz.* &c. to be cast out of the use and order in that case used, that is to say, all skin, &c. Fish.

and a hundred of that worſt Cod-fiſhes to be caſt out of the thouſand, over and beſides the thouſand remaining. That the ſaid A. B. his, &c. at or on this ſide, &c. and at a certain place called L. ſhall well and truely deliver, or cauſe, &c. to the ſaid C. D. his, &c. one thouſand Cod-fiſh of good ſtuffe and merchantable, well and ſufficiently ſalted and dryed to be choſen out of any of the aforeſaid Fiſh, or out of the ſaid three Ships by the ſaid C. D. his, and to be caſt out after the order aforeſaid, as is commonly uſed amongſt Fiſher-men or Mariners, and according to the true meaning of the ſaid bargain.

Or thus, That where the ſaid A. B. his, &c. hath ſold to the ſaid C. D. one Laſt of *Salmon*, accompting twelve Barrels for a Laſt, good ſalt, ſweet and merchantable, to be truely packed in Barrels of Aſſiſe of the great Bound, for the which the ſaid C. D. hath paid to him the ſaid A. B. the price agreed upon. That the ſaid A. B. his, &c. ſhall well and truely, without any delay, deliver, or cauſe to be delivered to the ſaid C. D. his, &c. before the tenth day, &c. the ſaid Laſt of *Salmon*, &c. [as in the laſt.]

Oyles. Or thus, ſhall at any time before the Feaſt of, &c. deliver or cauſe to be delivered to the ſaid C. D. his, &c. at or in, &c. ten Tuns of Oyl of vil, good, ſweet, merchantable, full and well bound accordingly.

Lead. Or thus, Shall well and truly deliver, or cauſe to be delivered to the ſaid C. D. his, &c. upon the tenth day of, &c. ten foothers of good pure and merchandiſable bool Lead of the weight

weight commonly called the Bool-weight, most commonly used within the County of G. (that is) after the rate and weight of thirty foot to the Foother, every foot to contain six stone, and every stone to contain fourteen pounds at his Bool-hill in D. in the said County of G. where commonly he useth to burn his Lead.

Or thus, Shall well and truely deliver or cause to be, &c. to the said C. D. his, &c. twenty quarters of Wheat, white and red, sweet, clean, dry, and merchantable of the best, on this side, &c. Corn.

Or thus, Ten Combs of Rye, able good stuff, merchantable, fair, clean, and by a lawful Bushel measured, and also ten Combes of Malt-like stuff, merchantable, clean, fine, and by a lawful bushel measured after the accustomed measure in the City of G. and all this before the 10. day of, &c.

Or thus, Shall deliver or cause, &c. to the said C. D. his, &c. at a certain place within the ward of C. commonly called, &c. in the County of G. twenty Chaldrons of Coals, commonly called, New-Castle or Sea-coals, well and truely measured, and as good, great and large measure, as is commonly made, and delivered at the Key in *Glouceſter*, of very good able stuff, and merchantable, with the best on this side, &c. Coals.

Or thus, Shall give and deliver to the said A. B. his, &c. yearly during the said Terms at the mansion-house of the said Parsonage two sufficient Wain-load of good Hay, and three Nacks of good Coals, commonly called Sea-coal or stone-coal. Hay.

Or thus, That where the said A. B hath sold

Wood. and delivered to the ſaid C. D. one thouſand Bales of *Tholouſe* Wood, of the Marks of four Knots every Bale, and hath promiſed and warranted to the ſaid C. D. that every ſet of the ſame wood, ſhall make when it is ſet and proved four pound, &c. that every ſet of the ſame wood, when it is ſet and proved ſhall make the ſaid warranty of four pound *Sterling*, &c. or if any ſet of the ſaid wood (reckoning three hundred for a ſet) ſhall not make, when it is ſet and proved, the ſaid warrant of four pound *Sterling*. That then the ſaid A. B. ſhall from time to time, upon due knowledge to him made and given by the ſaid C. D. his, &c. deliver or cauſe, &c. to the ſaid C. D. his, &c. at the Bridge-ſcot in the City of *London*, as much *Tholouſe* wood of the goodneſs and warranty aforeſaid, after ſixteen ſhillings *Sterling* for every ſuch hundred weight thereof, as ſhall lack in any ſet of the aforeſaid warranty of forty pound *Sterling*.

Plate lent. Or thus, That whereas the ſaid C. D. hath lent and delivered to the ſaid A. B. certain parcels of Silver plate herein after mentioned, weighing two hundred twenty eight ounces and a half, *Haverdepois* weight, of the value of ſixty eight pound, ten ſhillings of lawful *Engliſh* money, after the rate of ſix ſhillings of every ounce of the ſame weight (as followeth, that is to ſay) one Livery Can guilt, weighing forty four ounces and a half, one other drinking Can, &c. That the ſaid A. B. his, &c. ſhall within ten daies next enſuing the date hereof well and truly redeliver, or cauſe, &c. unto the ſaid

ſaid C.D. his, &c. in the Hall of, &c. all the ſame parcels of Plate in ſuch and ſo good plite, manner and form in all reſpects as he the ſaid A.B. or any other perſon or perſons to his uſe, or for him, or by his appointment hath received, or ſhall receive the ſame.

That the ſaid A.B. his, &c. ſhall deliver, or cauſe, &c. to the ſaid C.D. his, &c. eightſcore weyes of good and merchantable Bay Salt, after the rate of twenty one for twenty, before the &c. or otherwiſe, if he or they ſhall not ſo do then that he the ſaid A.B. his, &c. ſhall pay to the ſaid C.D. his, &c. in conſideration thereof forty pounds of, &c. To deliver goods, or pay money.

That the ſaid A.B. his, &c. ſhall deliver, &c. and alſo ſhall pay, &c.

Or thus, That where the ſaid C.D. hath let of farm to the ſaid A.B. three milch kine for term to ſeven years now next coming, that the ſaid A.B. his, &c. ſhall well and truly pay or cauſe to be paid, &c. unto the ſaid C.D. his, &c. ten ſhillings of lawful, &c. every year during the ſaid term, for the farm of the ſaid three milch kine. And alſo in the end of the ſaid term, ſhall deliver and pay or cauſe, *&c.* unto the ſaid C.D. his, *&c.* three good and able Milch Kine, or elſe the ſum of, &c. for and in conſideration of the ſaid three milch kine ſo demiſed at the election of the ſaid C.D. his, &c. To pay money yearly for kine and redeliver them or pay the worth of them.

Or thus, That where the ſaid C.D. hath let to farm and delivered into the hands and poſſeſſion of the ſaid A.B. forty good and ſound Ewes to have, hold, and take the whole profit thereof from, &c. for five years, then next following, The like for ſheep.

That the ſaid A.B. ſhall in liew thereof, pay or cauſe, &c. to the ſaid C. D. his, &c. twenty ſhillings of lawful, &c. at, &c. now next coming and ſo forth yearly and every year at the ſame Feaſt twenty ſhillings for the yearly farm of the ſaid ſheep during the ſaid five years. And alſo at the ſame feaſt of, &c. at the end of the ſaid term of five years, which will be in the year of our Lord, &c. ſhall deliver or cauſe, &c. unto the ſaid C. D. or his, &c. forty good and ſufficient Ewes, whole and ſound, or elſe in recompence thereof ten ſhillings of lawful, &c. the ſame money or ſheep to be received and taken at the election and free choice of the ſaid C. D. his, &c.

To repay money upon diſlike of a bargain.

That whereas there hath been commnnication between the ſaid A. B. and the ſaid C. D. for and concerning a farm called S. in, &c. now in the occupation of the ſaid A. B. to be granted by the ſaid A. to the ſaid C. D. for the term of forty years, if in caſe the ſaid C. D. ſhall miſlike to proceed in the ſame, and of ſuch miſliking do give notice to the ſaid A. before the fourteenth day of, &c. at, &c. That then the ſaid A. B. his, &c. within twenty dayes next after ſuch notice of miſliking given, ſhall and will well and truely pay or cauſe to be paid unto the ſaid C. D. his, &c. not only the ſum of ſix pounds of, &c. to him the ſaid A. B. delivered at the enſealing hereof, but alſo to pay and ſatisfie, &c. unto the ſaid C. D. all ſuch ſums of money and other charges as the ſaid C. D. &c. hath, or before that time ſhall have paid, or be at, for the ſowing and manuring of the ſaid farm or any part thereof.

Sell,

Section. 38.

To make Eſtates of Land or Rent, or other Aſſurances.

And that the ſaid A.B. or his Heirs before the twentieth day of *May* next, &c. ſhall make or cauſe to be made ſuch ſure and lawful Eſtate in Fee-ſimple, without condition or mortgage, to the uſe of the ſaid C.D. his Heirs and Aſſignes for ever, of and in all that meſſuage, &c. as is, or ſhall be deviſed or adviſed by the ſaid C. D. his, &c. or by the Counſel learned of any of them. And that the ſame meſſuage, &c. at the time of the ſaid Eſtate and Aſſurance thereof, ſhall be clearly exonerated and diſcharged of all former Bargains, &c. as in other Covenants for diſcharge from incumbrances. And ſo alſo for a Covenant for further aſſurance, which may be added if there be cauſe.

To ſeal a Leaſe by a day according to a draught made.

That the ſaid A.B. his, &c. or one of them ſhall or will before the day of, &c. next enſuing, &c. at, &c. make ſeal and deliver, as his or their deed before ſufficient witneſs, unto the ſaid C.D. his, &c. at his and their own proper coſts and charges, one good, ſure, ſufficient and lawful Leaſe, demiſe and grant to be made and ingroſſed in Parchment, and that in and by all things, according to the form, effect and true meaning of a certain paper-Book already thereof made and drawn, and remaining in the cuſtody of the ſaid C.D. whereunto the ſaid A.B. hath ſubſcribed his name.

To make a Leaſe of other land.

And that the ſaid A. B. or his Heirs ſhall and will before the twentieth of *May* now next, &c. make, ſeal and deliver unto the ſaid C. D. his Executors and Aſſigns a good and ſufficient Leaſe by Indenture of all that meſſuage, &c. for the term and ſpace of twenty one years, to begin and take effect from the feaſt-day of, &c. with a clauſe of reſervation of the yearly rent of twenty ſhillings to be inſerted in the ſaid Indenture, the ſame Leaſe and Meſſuage to be then diſcharged of all former leaſes, bargains, &c. [and ſo for further aſſurance if need be.]

To make an Aſſignment of other land

That where I. B. hath by his Deed indented, dated, &c. demiſed, granted, and to Farm-letten unto the ſaid A. B. all that meſſuage, &c. to have and to hold to him the ſaid A. B. his, &c. [and ſo as it is in the Deed] as by the ſaid Deed indented, doth more plainly appear; now the ſaid A. B. doth for him, &c. That he the ſaid A. B. before the twentieth of *May* next, &c. ſhall and will at the coſts and charges of him the ſaid C. D. his Executors or aſſigns by his Deed indented aſſure, aſſign and grant over to the ſaid C. D. his, &c. the ſaid Meſſuage, &c. and all his eſtate, right, title, and demand therein. To have and to hold to the ſaid C. D. his, &c. during the reſidue of the ſaid term of years then to come, of, in and to the ſame by virtue of the ſaid Deed indented.

To grant an Annuity.

And that he the ſaid A. B. or his Heirs, on or before the twentieth of *May*, next coming,

coming, &c. ſhall and will well and duly grant and aſſure, or cauſe to be conveyed and aſſured unto the ſaid C.D. his heirs and aſſigns by good and ſufficient aſſurance in the Law, one yearly Rent or Annuity of twenty pound by the year, to be going and iſſuing out of ſo much lands and tenements, as now are, and then ſhall be, when the ſame aſſurance ſhall be made of the clear yearly value of forty pound by the year, over and above all charges and repriſes, of which ſaid Lands the ſaid A.B. at the time of the ſaid Annuity, granting and aſſuring ſhall be lawfully by good, lawful and ſure intereſt and title, ſole ſeiſed in his Demeaſn asof Fee, to his own uſe, without any condition or limitation, which may alter or determine the ſame; the ſame Annuity to be paid to the ſaid C.D. his heirs or aſſigns at the Feaſts of, *&c.* to have and to hold to the ſaid C.D. his heirs and aſſigns for ever. And that the ſaid A.B. or his heirs at the time of ſuch Annuity granted ſhall have full power to grant the ſame Annuity, and to charge the premiſſes therewith. And alſo that he the ſaid A.B. or his heirs at the time of granting or aſſurance of the ſaid Annuity, ſhall and will thereby charge the ſaid Land, with a ſufficient clauſe of diſtreſs, that if the ſaid Rent ſhall be at any time behind, when it ought to be paid, that it ſhall be lawful for the ſaid C.D. his heirs and aſſigns, to enter into the ſaid lands and tenements, and there to diſtrain, and the diſtreſs and diſtreſſes there ſo found, to lead, drive, bear and take away, and with them to withhold and detain until the ſaid

said Annuity, with the arrearages thereof, if a
shall be fully satisfied and paid, &c.

To make a Lease,

Or thus, That he the said A. B. or his he
shall and will before the twentieth of *May* no
next, &c. by his or their sufficient Deed inde
ed, to be made in due form of Law, demi
grant, and to Farm-let, and set, unto the said C
D. his Executors, &c. All that messuage, &
except certain parcels thereof, in such mann
and form as is herein after expressed; and
these words following, that is to say, This I
denture made, &c. So set down the whole I
denture every word.

To make an estate of land.

And that the said A.B. his, &c. shall and w
at all times hereafter, upon Request to him ma
(or shall and will before the twentieth of M
next) do, make, knowledge, finish and execut
all and every such act and thing, conveyance a
assurance in Law, for the good and perfect assu
rance, sure-making and conveying of all th
one Messuage, &c. to the said C.D. (or to
Stranger, as the case is) his heirs and assigns
and to the use of the said A.B. his heirs and a
signs for ever; or to the said C.D. and the hei
of his Body, the remainder to E.F. and h
heirs for ever, or to the said C. D. and h
heirs for the term of the lives of L. M. N
(or to the said C. D. for the term of his natu
ral life (as by the said C.D. his, &c. or his c
their Council learned in the Law, shall be reas
nably advised and required. So as for the doi
thereof, &c. as in a covenant for further assu
rance, &c.

Another.

Or thus, That the said A. B. his, &c. shal
and

and will at his and their proper coſts and charges in the Law before the twentieth day of *May* next by Fine, Bargain and Sale or ſome other good and ſufficient conveyance and aſſurance in law, well and ſufficiently convey and aſſure unto the ſaid C.D. and his heirs, and to the uſe of him, and his heirs for ever (or to a ſtranger, as the caſe is, and ſo for the other Eſtates.)

Another.

Or thus, Shall make or cauſe to be made a good and perfect eſtate in fee-ſimple of, and in one Cloſe, *&c.* to the ſaid C.D. and his heirs, *&c.* and to his and there uſe for ever.

For ſurrender of Copy-hold land.

Or thus, That where the ſaid A.B. hath ſold to the ſaid C, D. all that his Copy-hold meſſuage, *&c.* parcel of the mannor of D. That the ſaid A. B. at the next court to be held for the ſaid Mannor, ſhall and will ſurrender, and yield up into the hands of the Lord of the ſaid Mannor for the time being, according to the cuſtome of the ſaid Mannor, the ſaid Copy-hold Meſſuage, *&c.* to the uſe of the ſaid C. D. and his heirs.

Another.

Or thus, That the ſaid A.B. and E. his wife ſhall at the next Court to be holden for the Mannor, *&c.* L.M. Eſquire, &c. at the coſt in Law of the ſaid C.D. according to the cuſtom of the ſaid Mannor, ſurrender, remiſe, releaſe to the uſe of the ſaid C. D. his heirs and aſſigns, one meſſuage, &c. of the ſaid A.B. being Copy-hold of the ſaid Mannor, and all their, and either of their eſtate, intereſt, right and title, of in, or to the ſame.

That

For the making of an Obligation.

That the ſaid A. B. his, *&c.* ſhall and will at his and their own proper coſts and charges before the twentieth of *May* now next coming, be bound by writing obligatory, ſufficient in Law, and ſealed unto the ſaid C. D. his, *&c.* in forty pound of, *&c.* to be paid the twentieth day of *January* next, and alſo before the ſaid twentieth day of *May* deliver the ſame writing, as his deed, to, or to the uſe of the ſaid C. D.

Another.

Or thus, That he the ſaid A. B. with one other able, good and ſufficient perſon with him before the twentieth day of *May* now next coming, ſhall and will ſeal, and as his Deed ſufficient in the Law, deliver unto the ſaid C. D. his, *&c.* one good, lawful, ſufficient writing obligatory in Law, *&c.* [as in the laſt.]

To enter into a Recognizance.

That the ſaid A. B. on this ſide the ſaid Feaſt of, *&c.* ſhall by a certain Obligation and Recognizance of the nature of a Staple, ordained and provided for the Recovery of Debts, ſufficiently recognize and acknowledge before the Chief Juſtice of the Court of Common-pleas at *Weſtminſter* himſelf to owe unto the ſaid C. D. his, *&c.* one hundred pounds of, *&c.* to be paid unto the ſaid C. D. or his, *&c.* at the Feaſt of, *&c.* which ſhall be in the year, 1656.

To give new Security.

That the ſaid A. B. and T. D. or one of them their heirs, *&c.* do and ſhall well and truely content and pay, or cauſe, *&c.* unto the ſaid C. D. his, *&c.* the ſum of forty pound, *&c.* in manner and form following, *&c.* And further, if at any time hereafter before the ſaid ſum of forty

forty pound be fully paid, as is aforeſaid, it ſhall happen the ſaid A. B. and T. D. or either of them to die, then the Survivor of the ſaid A. B. and T. D. together with one good, able, ſufficient perſon or ſurety ſhall inſtead of him that ſhall ſo depart within three months next after the death of him that ſhall ſo depart, become and ſtand bound unto the ſaid C. D. his, *&c.* by another good and ſufficient writing Obligatory, for the payment of the ſaid forty pound, or ſo much thereof, as ſhall then be and remain unpaid, in ſuch manner and form, to all intents and purpoſes, as are contained in this preſent Covenant (the ſaid C. D. his, *&c.* upon the ſealing and delivery of the ſaid new writing Obligatory, delivering out the old Obligation then remaining to be cancelled.

Another. That the ſaid A. B. ſhall before the Feaſt of N. next coming after the date hereof, cauſe *E. F.* to be bound by his writing Obligatory ſufficient in the Law, and duely executed unto the ſaid C. D. in forty pound of, *&c.* to be paid the tenth of, *&c.* And alſo before the ſaid Feaſt, cauſe the ſaid E. F. to deliver the ſame obligation for his Deed unto I. K. of H. to the ſaid C. D.

To give new Security. And whereas the ſaid A. B. together with L. M. and N. O. do by their writing Obligatory, dated, *&c.* ſtand bound to the ſaid C. D. in forty pound, with condition for the payment of twenty pound to him, his, *&c.* upon the firſt day of *May* next, the ſaid A. B. doth covenant, *&c.* That in caſe the ſaid A. B. L. M. and N. O.

or

or any one of them ſhall happen to die before the ſaid twentieth day of *May*, that then and ſo often the Survivor of them ſhall within one month next after reaſonable requeſt to them, or either of them made, become newly bound, joyntly and ſeverally, together with one or more able perſon or perſons, as together with the ſame Survivor or Survivors ſhall make up the number of three, to the ſaid C. D. by one Obligation in like ſum of forty pound, with condition according to the form and condition, abovementioned. So that upon the ſealing and delivery of ſuch new Obligation, the Obligation formerly delivered ſhall be ready to be delivered up to be cancelled.

Section 39.

To ſave harmleſs.

From a truſt and to procure a Releaſe.

And that the ſaid A. B. his, *&c.* ſhall and will not only diſcharge, defend and ſave harmleſs the ſaid C. D. his, *&c.* as well againſt M. I. E. and A. the Daughters of the ſaid A. B. for whom the ſaid C. D. hath been truſted by L. M. deceaſed, with marriage portions given to them by the ſaid L. M. and by him the ſaid C. D. ſ thence paid to them for their benefit, aſwell againſt the ſaid M. I. E. and A. and every ſuch perſon as now hath married, or hereafter ſhall marry any of them, their and every of their executors, *&c.* as alſo againſt Sir V. B. Knight, and the Executors of H. L. deceaſed, and other the Feoffees of I. S. deceaſed of and from all ſuits and demands

mands and all charges thereby to be ſuſtained, which ſhall be proſecuted againſt the ſaid C.D. for and concerning the having and receiving of the ſaid marriage-portions, or any part thereof, but alſo ſhall procure to be ſealed and delivered to the ſaid C.D. within one year next enſuing the date hereof, a lawful and ſufficient general acquittance from all and every ſuch perſon and perſons as lawfully can, could or might claim, ask or demand any part or parcel of the ſaid marriage portions, by the ſaid C. D. as is aforeſaid received and paid.

For a co-executor againſt Creditors and Legatees.

Or thus, That the ſaid A. B. his, &c. ſhall acquit, diſcharge and for ever ſave harmleſs from time to time the ſaid C. D. and I. his wife, and either of them, and the executors and adminiſtrators of either of them againſt the ſaid E. F. and G. H. and either of them. of, for, and concerning all and ſingular Legacies, Gifts, and Bequeſts which I.S. their Father did by his laſt will Will and Teſtament, give and bequeath to the ſaid E. F. and G. H. and either of them.

For land to ſave it from ſuits, &c.

That whereas the ſaid A.B. hath ſold to C.D. all that meſſuage, &c. as by deed indented between them made, dated the, &c. appeareth, the ſaid A.B. doth for him, his, &c. Covenant that he the ſaid A.B. his, &c. ſhall and will from henceforth from time to time, acquit, diſcharge, or ſave harmleſs, as well the ſaid Meſſuage, &c. as alſo the ſaid C.D. his, &c. againſt I. S. the late wife of W. S. deceaſed, and againſt all other perſon and perſons whatſoever of, and for the Dower, Title, Eſtate and Intereſt

reſt of Dower, which the ſaid I. S. hath, may have, or is, or may be intitled to, or ought to have, of, in and to the ſaid Meſſuage, &c. or any part thereof, or which any or either of them may have or claim in or to the ſaid Meſſuage, by any other Title, Right or Pretence whatſoever (except the Jointure or Dower, or Title of Jointure or Dower, of L M now wife of K M and except all Leaſes for years and lives, &c. And except all ſuch ancient Eſtates, tail, as have been heretofore made of the ſaid Meſſuage, &c. or of any part thereof by any Anceſter of the ſaid A.B. And except all ſuch antient ways and commons of paſture, Eſtovers, Quarry or Turbary, as have, time out of Mind, been rightly had and uſed, in or through the ſame, or any part thereof, if any ſuch be. And except the chief rents and ſervices, and other rents of antient time due and accuſtomed to be paid, and hereafter to become due or payable out of, or for the premiſſes, or any part thereof. And except the yearly Rents, Cuſtomes, and Services, which hereafter ſhall be due or going out of the premiſſes, or any part thereof to the Kings Majeſty, or to the Lord or Lords of the Fee or Fees. And except all Leaſes and Grants by copy of Court roll of the ſame Mannor, made or to be made, whereupon the accuſtomed rents be, or ſhall be reſerved.

To perform a will and ſave harmleſs.

And the ſaid A.B. for him, &c. doth covenant with C. D. his, &c. That where the ſaid C. D. hath authorized the ſaid A.B. to fulfil the teſtament and laſt will of E.D. ſometime father to the ſaid C. D. in ſtead of the ſaid K. D. who is Executor

Executor of the laſt will of the ſaid K. D. and hath aſſigned all his right of Executorſhip to the ſaid A. B. That the ſaid A. B. his, &c. ſhall and will perform the ſaid teſtament and laſt will of the ſaid K. D. deceaſed, and alſo do acquit, diſcharge and ſave harmleſs the ſaid C. D. his, &c. at all times hereafter againſt all and every perſon and perſons whatſoever, of, for and concerning all actions, ſuits, demands, legacies, hereafter to be brought againſt the ſaid C. D. by reaſon of the ſaid teſtament and laſt will of, *&c.*

Or thus, That the ſaid A. B. his, *&c.* ſhall and will at all times hereafter ſufficiently acquit, diſcharge, or upon knowledge given ſave harmleſs the ſaid C. D. his, *&c.* of and from all manner of actions, ſuits and demands whatſoever it be by reaſon of the ſaid laſt will and teſtament, or by colour or cauſe of any Adminiſtration, medling or dealing, of or with the goods, chattels, or other things of the ſaid K. D. or by reaſon of any action or ſuit to be had or proſecuted againſt the ſaid Executor for any matter whatſoever, touching or concerning the ſaid will or Executorſhip. Or otherwiſe within one moneth next after notice given to the ſaid A. B. his, *&c.* of any trouble or ſuit hereafter happening to the ſaid C. D. his, *&c.* by occaſion of the ſaid Executorſhip, ſhall recompence and allow him ſuch charges as he ſhall fortune or neceſſarily be occaſioned to ſuſtain by reaſon of the ſaid ſuits or ſuit. Another.

That the ſaid C. D. at the requeſt and inſtant deſire, and for the debt of the ſaid A. B. togetherwith him and one I. G. by one recogni- To ſave one harmleſs from a recognizance.

zance of the date above written, knowledged in the Kings Majesties high-court of Chancery, standeth bound unto A.W. in one hundred pounds, with a condition for the payment of fifty pound of, &c. upon the last day of Jun next ensuing the date above written, if the said A.W. and A. her daughter, or either of them shall be then living, at the now dwelling house of R.B. Notary at the Royal *Exchange* in *London*, as by the said recognizance more at large may appear. If therefore the said A. B. his, &c. do content, &c. to the said A. W. or A. their, &c. the said sum of fifty pound, &c. upon the said last day of Jun next ensuing at the place aforesaid if the said A.W. or A. or either of them shall be then living in full discharge of the said recited recognizance.

To save harmless from an obligation.

Or thus, That where the said C.D. at the instant and special request of the said A.B. together with the said A.B. and for the debt of the said A.B. by a certain writing obligatory bearing date, &c. and standeth joyntly and severally bound unto I.O. of, &c. in the sum of thirty pound with condition thereupon indorsed, for the payment of two and twenty pound of, &c. at, &c. as by the same writing obligatory and the indorsement thereof more plainly appeareth, that therefore the said A.B. his, &c. shall at all times hereafter, and from time to time clearly acquit, discharge, or sufficiently save harmless the said C.D. his, &c. and every of them against the said I.O. his, &c. and every of them, of, for and concerning the said

ſaid writing obligatory, and the condition thereof, and every ſum and ſums of money in the ſame writing obligatory, and the indorſement thereof contained, and alſo that the ſaid A. B. his, *&c.* or one of them ſhall within ten days next enſuing after the ſaid feaſt of, *&c.* deliver or cauſe to be delivered unto the hands of the ſaid C. D. his, &c. the ſaid writing obligatory, cancelled, or elſe ſome lawful and ſufficient acquittance, or other diſcharge of and concerning the ſame.

Or thus briefly, [That whereas the ſaid C.D. as in the laſt] That the ſaid A.B. his Heirs Executors or Adminiſtrators ſhall and will well and truly pay or cauſe to be paid to the ſaid I.O. his Executors or Adminiſtrators the ſaid ſum of two and twenty pounds of lawful, &c. on the day and at the place before recited for the payment thereof, according to the purport of the ſame obligation, and thereby ſhall and will diſcharge the ſaid obligation.

To ſave one harmleſs that doth pay a Rent in queſtion.

That whereas there is a controverſie or queſtion between the ſaid A.B. and one L.M. of, &c. touching their ſeveral rights or intereſt to the now dwelling houſe of the ſaid A.B. wherein the ſaid C.D. dwelleth, and other tenements ſcituate near, &c. And whereas upon a full perſwaſion that the right and rent of and in the ſaid houſe, doth belong to the ſaid A. B. and the ſaid C. D. is contented to pay the rent of his ſaid houſe, being the ſum of, &c. unto the ſaid A. B. his, &c. That therefore the ſaid A.B. his, &c. will and ſhall at all times hereafter,

and from time to time upon request to him or them to be made, or notice left in writing at, or in the now dwelling house, &c. clearly acquit, exonerate and discharge, or otherwise sufficiently save and keep harmless the said C.D. his Executors and Administrators, and every of them, and all his and their goods and chattels, and every part and parcel thereof against all persons whatsoever, of, for, from, touching and concerning all, and all manner of actions, suits, quarrels, costs, demands, troubles and incumbrances whatsoever, which shall or may, happen, arise, come, grow, or be unto the said C.D. his Executors and Administrators, &c. for and by reason or means of the payment of the said rent, or any part thereof unto the said A.B. his Executors and administrators, &c.

That upon receipt of money he shall give an acquittance.

That the said C.D. his, &c. shall and will yearly upon every year hereafter upon request or after the receipt of the said yearly sum of, &c. as shall be paid according to the true meaning hereof make, seal, and as his deed or deeds in the law, deliver unto, or to the use of the said A.B. his, &c. one writing or acquittance, purporting the receipt of every such yearly sum of, &c. as shall be paid as aforesaid, whensoever the sum shall be paid.

That the said A.B. shall and will on this side and before the day of, &c. next coming after the date hereof, by his Deed or Deeds in Writing, remise, release and quit, all and all manner of actions, suits, quarrels, debts, debates, reckonings,

konings sum and sums of money, promises, condemnations, Judgements, Executions, trespasses and demands whatsoever, which at any time before the said date, the said A. B. hath or had, or might, should or ought to have or claim against the said C. D. his, &c. for or by reason of any matter, cause or thing whatsoever, from the beginning of the World, until the day of the date, and the said Deed or Deeds do on the tenth of, &c. deliver or cause to be delivered unto the said C. D. his, &c. at, &c.

Section 40.

About Marriages.

That where there is a marriage to be had between the said A. B. and E. D. the daughter of the said C. D. If after the same marriage had the said E. shall happen to die, leaving the said A. without issue of her body, lawfully begotten, during the said coverture, that then the said A. B. his, &c. shall pay or cause, &c. within six months next after the decease of the said E. so dying without issue of her body, unto such person or persons as the said E. in her life time shall limit and nominate either by word of mouth or writing, such sums of mony, not exceeding the sum of, &c. as she the said E. shall will, or bequeath the same by word of mouth, or otherwise in her life time.

That the said A. B. his, &c. shall well and truly deliver and pay, or cause, &c. unto E. K. one

of the Sons of the said M. K. within one month next after that the said E. K. shall attain and come to his full age of twenty one years, and also carefully, according to his degree, educate and bring up the said E. K. during his nonage, with necessary and convenient meat, drink, learning and apparel. And if it happen the said E. K. to die before he come to his age of twenty one years then that the said A. B. his, &c. shall and will within one year next after his death, pay to the said C. D. his, &c. to the use of the other children of the said M. K. which shall be then living, the said sum of, &c. to be equally divided amongst them.

That the said A. B. his, *&c.* shall within one year next after the said Marriage solemnized, provide and set forth such a convenient house as D. *&c.* for the said C. D. and E. D. his wife, with their children and family to dwell in, during the life of the said A. B. as shall be meet for their estate and degree, Or as shall be thought to be meet and convenient for their estate and degree. And if it happen that the said C. D. to die during the natural life of the said A. B. that then he the said A. B. shall and will permit and suffer the said E. D. the wife of the said C. D. to have and enjoy to her own use and benefit one convenient Chamber in the now dwelling house of the said A. B. during the life of the said A. if she shall continue so long.

To allow a Chamber only

That the said A. B. his Executors or Administrators shall and will during the said term of

of four years, or during the life time of the said A.B. (as the case is) at his and their own proper costs and charges find, give and provide, or cause to be found, provided, and given unto the said C. D. and E. his Wife, and the children they shall happen to have between them within the said time sufficient meat, drink, lodging, and all other things necessary for any or either of them with the said A. B. and in his dwelling house, or elsewhere as to the said A. B. his Executors, *&c.* shall seem most meet and convenient, if the said C. D. and E. his Wife, will thereunto consent and agree. To find his Son and his wife meat and drink, and keep houses.

Or thus, That the said A. B. shall and will at all times, and from time to time during five years now next coming after the said marriage, if the said A. B. and C. D. and E. his Wife, or either of them the said C. D. or E. together with the said A. B. shall so long live, at his own proper costs and charges, find, give and provide, and cause to be found, given and provided unto and for the said C. D. and E. his Wife, and the children begotten between them, Meet, Drink and Lodging sufficient, fit, and convenient, and keeping of two Geldings or other Horse-Beasts of the said C. D. or E. or either of them, if they the said C. D. and E. his wife shall and will accept thereof and live and continue in the house with the said A. B. Another.

That the said A. B. his, *&c.* shall and will during four years now next following, at his and

their own coſts and charges conveniently place and provide for N. D. the eldeſt Son of the ſaid C. D. at ſome good School or other convenient place, where the ſaid N. D. may be taught, educated and brought up in virtue and learning, if he the ſaid N. D. will thereunto ſufficiently endeavour himſelf, conſent and agree.

That the rent ſhall ceaſe ſo ong.

Provided nevertheleſs, and it is conditioned by and between the ſaid parties to theſe preſents, and every of them, that for and during all ſuch and ſo long time, as the ſaid A. B. ſhall find and provide to and for the ſaid C. D. and E. his Wife, and their children, ſuch meat, drink, lodging, and keeping of two Geldings, or other Horſe-Beaſts as is aforeſaid, and that the ſaid C. D. and E. his Wife, ſhall and do accept thereof, and live in the houſe with the ſaid A. B. that the ſaid yearly Rent and *nomine pœnæ*, hereby granted, ſhall ceaſe and not be paid, nor the ſaid A. B. or the premiſſes, or any prart thereof, be charged or chargable therewith.

To keep horſes, Cows, find meat, drink, houſe-room, or elſe pay mony.

And that the ſaid A. B. ſhall well and ſufficiently paſture and feed in ſome of the Meadow and paſture grounds of the ſaid A. B. (before charged with the ſaid yearly rent) to and for the ſaid C. D. and E. his Wife, one milch Cow, and two Calfs yearly, during the natural lives of the ſaid C. D. and E. together.

That the ſaid A. B. ſhall find and provide, *&c.* ſufficient meat, drink, lodging, and all other things neceſſary for the ſaid C. D. and E. his wife and their children, they ſhall have between

tween them at and in ſuch place and places, as to the ſaid A.B. ſhall ſeem moſt meet and convenient, if the ſaid C.D. and E. his wife, will thereunto agree and conſent.

Or thus, That he the ſaid A.B. or his aſſigns, ſhall and will at his and their own proper coſts and charges, give, find, and allow to and for the ſaid C.D. and E. his wife, and to one man Servant, and to one woman Servant, to attend upon them, and to and for all ſuch children as ſhall be had and begotten between them during five years next after the date hereof, if the ſaid E. ſhall ſo long live, ſufficient, neceſſary, and convenient houſe-room, meat, drink and lodging, at or in the now dwelling houſe of him the ſaid A.B. or elſewhere, where the ſaid C.D. and E. ſhall dwell as he the ſaid A.B. ſhall provide for himſelf, or his family. And that the ſaid A.B. ſhall likewiſe during the ſaid five years, if either the coverture between the ſaid C.D. and E. ſhall ſo long continue, or the ſaid E. ſurviving the ſaid C.D. do keep her ſelf ſo long a Widow, give, find and allow to them the ſaid C.D and to the ſaid E. ſurviving, the ſaid ſuch convenient Stable-room, hay, Provender, ſtraw, and graſs for two Geldings, Horſes, or Mares of the ſaid C.D. or E. him ſurviving, and in ſuch place and manner as the riding Horſes, Geldings and Mares of the ſaid A.B. ſhall have Stable-room, hay, ſtraw, provender, and graſs, during the ſaid time. Or if either the ſaid A.B. ſhall diſlike or refuſe to yield and allow to and for the ſaid C.D. and E. or either of them, their ſaid children, ſervants and

and horſes ſuch allowance, as is aforeſaid. Or if the ſaid C. D. and E. his wife, or the ſaid E. ſurviving the ſaid C. D. ſhall diſlike or refuſe to accept or take ſuch allowance, as is aforeſaid, that then the ſaid A. B. every year of the ſaid five years in which he ſhall not yield to them ſuch allowance, as is aforeſaid, if the ſaid A. B. ſo long live, ſhall for the ſame pay, or cauſe to be paid to the ſaid C. D. and E. his wife, during the coverture, and to the ſaid E. D. ſurviving and keeping her ſelf a Widow, forty pounds of, &c. at the now dwelling houſe of, &c. at the feaſts of, &c. by even portions.

Or thus, That the ſaid A. B. &c. ſhall, &c. during their natural lives, find and provide, good, ſufficient and competent houſe-room for their dwelling and abiding, and alſo ſufficient and competent lodging and wholſome ſuſtenance, meat, drink, apparel, and all other things, meet and requiſite to and for the ſuſtentation, keeping and living of the ſaid C. D. and E. his wife, during their natural lives.

To beſtow a part of the marriage portion for them.

And that the ſaid A. B. ſhall within two years next after ſuch time as he hath received the ſaid four hundred pound (being for the marriage-portion of the ſaid E.) lay out and beſtow two hundred pound of lawful, &c. in the purchaſe of Lands and Tenements to the uſe of the ſaid C. D. for his life, without impeachment of waſte, and after his deceaſe, the one moyety thereof to the uſe of the ſaid A. B. and his heirs, and the other moyety thereof

thereof to the uſe of the ſaid E.D. and her heirs for ever.

That if it fortune the ſaid E.D. to dy without iſſue of her body lawfully begotten by the ſaid C.D. that then the ſaid C. D. his executors or adminiſtrators ſhall within three years next after the death of the ſaid E.D. ſo dying without iſſue of her body, well and truly repay unto the ſaid A.B. his executors, *&c.* the ſum of one hundred pound of lawful, *&c.* at or in the now dwelling houſe, *&c.* To repay part of the marriage portion if, *&c.*

That all the ſaid Meſſuage, *&c.* out of which the ſaid Rent is to iſſue, and all ſuch other lands, tenements, and hereditaments, whereof the ſaid A.B. is now ſeiſed in poſſeſſion or reverſion of any eſtate of inheritance, which to the ſaid A.B. deſcended or came in poſſeſſion, reverſion or uſe from any of the Anceſtours of the ſaid A.B. immediately from and after the death of the ſaid A. B. ſhall come and deſcend to the ſaid C.D. in poſſeſſion or reverſion of ſuch eſtate of inheritance, as the ſaid A.B. hath therein, the ſame being at the time of the death of the ſaid A. B. clearly diſcharged and exonerated of and from all charges, *&c.* That the land ſhall deſcend to iſſue.

Or thus, That the ſaid A.B. ſhall ſuffer as well the ſaid Meſſuage, *&c.* out of which the ſaid rent is to iſſue, as alſo all other the Lands, Tenements, Hereditaments and Premiſſes, whereof the ſaid A. B. is now ſeiſed of any eſtate of inheritance; or that the ſaid A.B. at any time hereafter ſhall fortune to have by deſcent from any of his Anceſtors, in poſſeſſion, reverſion, or remainder

remainder, or otherwiſe to deſcend, remain, or come in poſſeſſion, reverſion or remainder, to the heirs Males of the ſaid A. B. clearly exonerated, &c.

Or thus, That the ſaid A.B. ſhall and will permit and ſuffer, all and ſingular other the Lands, Tenements and Hereditaments, which he hath or hereafter ſhall or may have, by deſcent from and of any of his Anceſtours, and not by theſe preſents mentioned to be granted or conveyed, to deſcend, and come immediately from and after the death of the ſaid A. B. to M. B. his ſon and heir, and his heirs, or to him and the heirs of his body, with the immediate reverſion expectant to him the ſaid M. B. and his heirs, notwithſtanding any act or acts by him had, made, done or ſuffered, or to be done to the contrary (other than for Leaſes or Eſtates made, or to be made of any part thereof, for three lives, or under, or for twenty one years, or for any number of years determinable, upon three lives or under.

That whereas the ſaid A.B. hath undertaken for a ſum of money to him given by the ſaid C. D. to maintain and keep the firſt child, the ſaid C. D. ſhall have by the ſaid E. his wife; That the ſaid A.B. his, &c. ſhall and will at all times, and from time to time during the natural life of L.D. the firſt child of the ſaid C.D. maintain or keep or cauſe to be maintained or kept the ſaid C.D. in his houſe with him, and find unto him ſufficient meat, drink and all other things neceſſary. And of and from the main-

maintenance and keeping of the ſaid L. D. ſhall from time to time diſcharge the ſaid C.D. and E. his wife, and each of their executors and adminiſtrators, and alſo all other perſons and places.

That in caſe it ſhall fortune that E. the daughther of the ſaid A.B. and wife of the ſaid C. D. ſhall happen to die in the life-time of the ſaid C. D. having at the time of her death no iſſue of her body living, and that the ſaid C. D. ſhall before her death have received the ſum of three hundred pound, part of her portion, or aſſurance for the ſame in his own name; That then the the ſaid C.D. ſhall and will permit and ſuffer the ſaid E. his wife to make her laſt Will and Teſtament in writing to be made and ſubſcribed by her in the nature of a Will in the preſence of two or more Witneſſes, or by any other writing to be made and ſubſcribed in the nature of a Will, to give and bequeath, or limit and appoint to any perſon or perſons, to whom ſhe ſhall think good, any ſum or ſums of money (not exceeding in the whole the ſum of one hundred pound) to be paid to the ſaid perſon or perſons at any time or times next after the end of one whole year, next after the death of the ſaid E. at or in, *&c.* That the wife ſhall give 100 l. by Will.

And that the ſaid C. D. his, *&c.* ſhall pay or cauſe to be paid to the ſaid perſon or perſons, to whom the ſaid E. ſhall give or appoint any ſuch ſum or ſums of money to be paid as aforeſaid, or to his, her, or their Executors, *&c.* reſpectively, all ſuch ſum and ſums of money, not exceeding the ſaid ſum, as ſhe the ſaid E. ſhall by ſuch Will

or

or Writing, limit and appoint as aforeſaid, at ſuch dayes, time and place, as ſhe ſhall by ſuch writing limit and appoint, and according to the true intent of theſe preſents, if they, or any other for them lawfully authorized, ſhall and will be then and there preſent to receive the ſame.

To make a Jointure of 40. l. a year.

That in caſe the ſaid C.D. ſhall marry with E. B. the daughter of A.B. that then the ſaid A.B. his, *&c.* ſhall within one year next after the ſaid marriage ſo had, or at the day of his death, which of them ſhall firſt happen or come, ſufficiently in the Law, convey or aſſure, or cauſe to be conveyed and aſſured to the ſaid E. B. or to ſome other perſon or perſons to her uſe, Lands, Tenements, Rents or Hereditaments, out of a good, perfect, and indefeaſible eſtate or eſtates in Fee-ſimple of the clear yearly value of twenty pound over and above all repriſes, to the onely uſe of the ſaid E. and her aſſigns for the term of her natural life. And that the ſame things ſo conveyed, ſhall at the time of the ſaid conveyance made, and from time to time during the life-time of the ſaid E. ſhall continue free and clear of and from all manner of charges and Incumbrances whatſoever.

That if lands be not of ſuch a value he will make it up.

A.B. doth covenant to C.D. his, *&c.* That if in caſe the ſaid M. the wife of the ſaid A.B. ſhall ſurvive the ſaid A.B. and be minded to let the premiſſes before limited and appointed to her for her Jointure to farm for a yearly rent, and ſhall make offer ſo to do to the Executors of the ſaid A. B. or any of them; And that they ſhall refuſe to take the ſame to farm at the yearly rent

rent of thirty pound, to be paid at every half year feaſt by equal portions: And that the ſaid M. ſhall after by reaſon of their refuſal be driven to let the ſame to any other for leſs yearly rent or farm then thirty pounds by the year, *bona fide*, and ſhall give knowledg to the Heirs, Executors or Adminiſtrators of the ſaid A.B. for what rent or farm ſhe ſhall have letten the ſame, that then the ſaid Heirs, Executors or Adminiſtrators of the ſaid A. B. ſhall and will well and truly content and pay, or cauſe, *&c.* unto the ſaid *M.* at or in, *&c.* every year during her life, or during ſo long time as the ſaid premiſſes ſhall be ſo letten *bona fide* under the ſaid yearly ſum of thirty pound, as much more of lawful Engliſh money as together with the rents ſo, which the ſaid premiſſes ſhall be ſo letten, *bona fide* under the ſaid yearly ſum of thirty pounds ſhall amount unto the full yearly ſum of thirty pounds, to be paid at ſuch uſual terms in the year, wherein the ſaid yearly rent or farm to be reſerved by the ſaid M. B. for the ſame premiſſes after the death of the ſaid A.B. ſhall be payable by equal portions without fraud or covin.

That he will buy as much land as he doth ſell, or leave his wife worth.

A.B. doth covenant with C.D. *&c.* That if the ſaid A. B. together with the ſaid E.B. his wife, do and ſhall lawfully ſell and alien in Fee-ſimple or Fee-tail all that meſſuage, *&c.* that then the ſaid A.B, ſhall either in his life-time purchaſe to the ſaid A.B. his Heirs and Aſſigns, other lands, tenements and hereditaments of as good right and value as the land by him ſold, or the money by him had, by

or

or upon this sad sale or alienation of the premisses shall amount unto, or else do and shall leave unto her the said E. B. as executrix or by legacy or other good assurance or conveyance, as much money as shall be by him received upon such sale.

Or thus, That where a marriage is to be had between the said A. B. and E. D. daughter of the said C. D. If now it happen the said E. D. shall survive the said A. B. then that the said A. A. shall at the time of his death leave unto the said E. the sum or value of, &c. of lawful, &c. in money, goods and chattels, to be freely had, taken, used and disposed of by her the said E. her, &c. at her and their own wills and pleasures without any claim, challenge, suit, trouble or demand, of, in, or to the said sum or value of, &c. or of any part thereof thereunto to be made by the Executors, &c. of the said A. B. or by any other person or persons whatsoever.

To marry one by a day, or else pay a sum of money.

A. B. doth covenant with C. D. &c. That the said A. B. do and shall at or before the, &c. of, &c. lawfully espouse, marry and take to wife one E. D. the daughter of, &c. if she the said E. will assent and agree, and the laws of the nation permit and suffer the same: But in case it shall happen the said E. D. and A. B. or either of them to die or decease before such marriage had and solemnized as aforesaid. That then the said A. B. his, &c. shall and will well and truely pay, &c. to the

the ſaid C. D. his, &c. the ſum of, &c. on, &c. at, &c.

That whereas the ſaid A. B. ſhall ſhortly by Gods Grace marry and take to wife E. D. late, &c. and by reaſon and means of the ſaid marriage he the ſaid A. B. ſhall be greatly preferred and advanced in ſubſtance and riches, in conſideration whereof, if ſo be that the ſaid A. B. after marriage had and ſolemnized between him and the ſaid E. D. do quietly permit and ſuffer the ſaid E. D. (if ſhe fortune to deceaſe before the ſaid A. B.) to declare and make her will in writing, or otherwiſe by word of mouth, and in the ſame to give, will and bequeath, or otherwiſe to aſſign and diſpoſe of at her free will and pleaſure, to and amongſt her kindred, friends and acquaintance, or to any of them, or to any other perſon or perſons, as to her ſhall be thought meet and convenient, the ſum of, &c. That the wife ſhall make a will, and give Legacies.

And further if the ſaid *A. B.* his, &c. upon reaſonable requeſt to him, them or any of them to be made by any ſuch perſon or perſons, to whom the ſaid E. D. ſhall ſo give and bequeath any ſuch ſum or ſums of money, extending no further then to the ſum or value of, &c. as is aforeſaid, do well and truely pay or cauſe to be paid, all and every the ſaid ſeveral ſum and ſums of money, gifts and bequeſts ſo to be given and bequeathed by the ſaid E. D. and in ſuch manner as ſhall be by her appointed.

That the ſaid A. B. his, &c. ſhall and will

To pay money yearly for a jointure,

well and truely pay, &c. unto O. the new wife of the said C. D. for and in the name of her joynture yearly and every year for and during the term of the natural life of the said O. if she shall survive and over-live the said C. D. her husband, the yearly sum of, &c. at four most usual feasts in the year, that is to say, at &c. by even and equal portions, the first payment thereof to begin at, &c. which shall first and next happen after the death of the said C. D. if she the said O. shall be then living.

We have done with all sorts of Covenants, and are come now to the last part of the Deed, which is commonly the Letter of Atturney, if any be in the Deed.

Section. 41.

Letter of Atturney to make Livery of Seisin.

Letter of Atturney to make Livery of Seisin.

And this Indenture further witnesseth, that the said A. B. hath made, ordained, constituted and authorized in his place and stead put, and by these presents doth make, ordain, authorize and appoint, and in his place and and stead put I. K. of S. in the County of G. Gentleman, and F. of M. &c. his true and lawful Atturneys, jointly and severally for him, and in his name and stead to enter into and upon the said granted premisses, or any part thereof generally, or in

in the name of the whole, and poſſeſſion and ſeiſin in his name and ſtead generally, or in the name of the whole to have and take; take; and after the ſame poſſeſſion and ſeiſin ſo taken, Livery of ſeiſin and poſſeſſion thereof, for him, and in his name and ſtead, generally or in the name of the whole to give or deliver to the ſaid C. D. according to the true meaning hereof, ratifying, allowing and confirming all and whatſoever the ſaid Atturneys jointly, or either of them ſeverally ſhall do, or cauſe to be done, in and concerning the premiſſes, as fully to all intents and purpoſes, as if he himſelf had done it.

As to this part of the Deed, theſe things are to be known.

1. That this Preſident may ſerve to a Deed of Feoffment, Gift in Tayl, or a Leaſe for Life.

2. The Livery of Seiſin that is made by a Letter of Atturney, muſt be a Livery in fact and not a livery in law, for a livery in law cannot be made by Atturney.

3. The livery of ſeiſin in deed may be made by the parties themſelves, or by their Deputies, or Atturneys.

But herein where it is done by Atturney, care muſt be taken of all theſe things.

1. There muſt be a good deed for a foundation, otherwiſe the Letter of Atturney, and the making of livery upon it will be nothing worth.

2. That there be a good Letter of Atturney in writing to warrant the making of Livery of

Seiſin. And this may be either within the Deed of Feoffment it ſelf, whether it be indented or ſpoil. And this alſo notwithſtanding the Atturney be no party to the Deed. Or the Letter of Atturney may be made and given in another and by a ſingle Deed of it ſelf.

3. The Atturney muſt in the doing of this work, purſue the authority given him by the Deed, at leaſt in the ſubſtance thereof. And therefore if it be given to two Atturneys jointly, one of them cannot do it, if to three Atturneys jointly and ſeverally, it is not ſafe for any two of them to do it.

4. It muſt be done in the life time of the parties, for it cannot be done after their deaths.

5. The Atturney is to do that he doth in this work in the name of him that doth make the Letter of Atturney.

6. He muſt in the making of it as an Atturney do it after the ſame manner as the party himſelf is to do it, and for this ſee before.

7. It will be good to endorſe the ſame upon the back of the Deed after this manner. 1. When it is done by the party himſelf. *Memorandum*, That the 20. of *May* 1655 full and peaceable poſſeſſion and ſeiſin of the Meſſuage and Lands within named, with the appurtenances was given and delivered by the within named C.D. in their proper perſons, according to the tenour and effect of this Charter and Writing in the preſents of thoſe whoſe names are ſubſcribed. 2. And if it be made by *Atturneys* thus; *Memorandum*, That the 20 of *May* 1655. full and peace-

able poſſeſſion and ſeiſin of the meſſuage and Lands within named, with the appurtenances was given and delivered by I. K. and B. F. the *Atturneys* of the within named A. B. to the within named C. D. by virtue of the Letter of Atturney, and according to the true meaning of the writing contained in this Deed. But this indorſement is not neceſſary to be made, ſo as the thing be done, and if need be proof may be had of it.

And now we are come to the fourth and laſt chapter, which hath in it ſome few particular Preſidents, applyable to the moſt common caſes.

CHAP. IV.

Some ſpecial Preſidents for Particular Caſes.

Section 1.

Feoffments.

THis Indenture made, &c. between A.B. of, &c. of the one part and C.D. of, &c. of the other part, witneſſeth, that the ſaid A.B. for and in conſideration of, &c. Or thus witneſſeth, that for and in conſideration of the ſum of five pounds good Engliſh money to the ſaid A.B. at or before the execution of theſe preſents, unto the ſaid C.D. well and truely paid, the receipt whereof is hereby acknowledged by the ſaid A.B. and thereof, and of and from every part and parcel thereof He the ſaid A.B. doth releaſe, acquit and diſcharge the ſaid C.D. his Heirs, Executors, and Aſſigns, by theſe preſents, he the ſaid A.B. hath granted, enfeoffed and confirmed; And by theſe preſents doth, &c. unto the ſaid C.D. All that meſſuage and half yard land, &c. All which premiſſes are lying in D. aforeſaid, and were granted or mentioned to be granted

granted or mentioned to be granted by A.B. to L. M. N. O. and P. Q. for their lives ſucceſſively, according to the Cuſtome of the Mannor of D. in or by one Copy of Court-Roll of the ſame Mannor, at a Court holden the twentieth day, &c. And all deeds, &c. To have and to hold to the ſaid C. D. his heirs and aſſigns for ever, to the onely proper uſe and behoof of the ſaid C. D. his heirs and aſſigns for ever. And the ſaid A.B. doth for him his heirs, executors, and adminiſtrators hereby covenant and grant to and with the ſaid C. D. his heirs and aſſigns by theſe preſents in manner and form following, (that is to ſay) That he the ſaid C. D. and his heirs and aſſigns ſhall and may for ever hereafter peaceably and quietly have, hold and enjoy the premiſſes and every part thereof, without any let, ſuit, trouble, eviction or interruption of, or by the ſaid A. B. his heirs or aſſigns or any perſon or perſons lawfully claiming from, by or under the ſaid A. B. (ſaving and excepting all perſons claiming by copy of the ſame Court-Roll before mentioned. And that the ſame premiſſes now are and from henceforth for ever hereafter ſhall be and remain unto the ſaid C. D. his heirs and aſſigns diſcharged and acquitted, or well and ſufficiently ſaved and kept harmleſs of and from all Leaſes, Eſtates, Dowers, Statutes, Recognizances, Judgements, Executions, Fines, Iſſues, Amerciaments, Titles Troubles, Charges and Incumbrances whatſoever, had, made, committed, or willingly or wittingly ſuffered, or to be had, made, committed,

For quiet enjoyng.

Diſcharge of incumbrances.

or willingly and wittingly ſuffered by the ſaid A.B. or C.B. or any perſon or perſons lawfully claming from, by, or under them, or either of them (ſaving and excepted the aforeſaid grant by Copy of Court Roll.

And alſo that he the ſaid A.B. his heirs and aſſigns, and E.B. now his wife ſhall and will at all times and from time to time during five years now next enſuing, at the requeſt and coſts in law of the ſaid A.B. his Heirs or Aſſigns, make, do, ſuffer and execute, and cauſe to be made, done, ſuffered and executed all and every ſuch further lawful and reaſonable act and acts for the better aſſuring and ſure-making of the premiſſes, and every part thereof to the ſaid C.D. his Heirs and Aſſigns, as by the ſaid C.D. his Heirs or Aſſigns, or his or their counſel learned, ſhall be reaſonably deviſed, adviſed or required, ſo as for the doing thereof the ſaid A.B. or his wife or the Heirs or Aſſigns of the ſame A. be not compelled to enter into any bonds, covenants or collateral ſecurity, nor in any further warranty or covenants then are contained in theſe preſents, nor to travel from the place of his, her or their abode, or dwelling at the time of ſuch requeſt to be made.

Letter of Attorney to make livery.

And moreover, the ſaid A.B. doth grant for himſelf and his Heirs, to warrant the premiſſes with the appurtenances, and every part thereof unto the ſaid C.D. his Heirs and Aſſigns againſt the ſaid A.B. his Heirs and Aſſigns for ever. And laſtly, this Indenture further witneſſeth

ture

that the ſaid A.B. hath made, authorized and ordained, and in his place and ſtead put, and by theſe preſents doth make, ordain, authorize, and in his place and ſtead put I. S. of D. in the County of G. Gent. and K. S. of D. aforeſaid Yeoman his true and lawful Atturney, jointly and ſeverally, for him and in his name and ſtead to enter into and upon the ſaid premiſſes, or into and upon any part thereof generally, or in the name of the whole and poſſeſſion and ſeiſin thereof generally, in the name of the whole to to have and to take in his name and ſtead; And after ſuch poſſeſſion and ſeiſin thereof ſo had and taken, the poſſeſſion and ſeiſin thereof or of any part thereof generally, or in the name of the whole to give and deliver unto the ſaid C. D. in the name and ſtead of the ſaid A.B. or to the Attorney or Attorneys of the ſaid C.D. in that behalf, according to the form, effect and true meaning hereof, ratifying, allowing and confirming all and whatſoever the ſaid Attorneys jointly or either of them ſeverally ſhall do or cauſe to be done in, or concerning the premiſſes, as fully to all intents and purpoſes, as if himſelf had done the ſame.

General warranty, and covenants.

Or if you would have your Feoffment with general warranties, then thus. And the ſaid A. B. doth for himſelf, &c. That the ſaid premiſſes and every part thereof, now are and be, and ſo from henceforth for ever hereafter, ſhall remain and continue to the ſaid C.D. his Heirs and Aſſigns free and clear, and freely and clearly exonerated, acquitted and diſcharged, or ſaved

ed

ed harmleſs, and defended of, from and againſt all manner of former and other bargains, ſales, gifts, grants, leaſes, eſtates, Mortgages, Judgements, executions, extents, Statutes, Recognizances, Wills, Entails, Rents, Annuities, Fines, Iſſues, amerciaments; and of and from all other titles, troubles, charges, incumbrances and demands whatſoever, heretofore had, made, done, levyed, ſuffered or executed, or wittingly hereafter to be had, made, ſuffered, acknowledged or executed by him the ſaid A.B. his heirs or aſſigns, or any other perſon or perſons whatſoever. Or you may inſert this Covenant likewiſe which is now much uſed in Conveyances. And that the ſaid lands and premiſſes ſhall be & remain unto the ſaid C.D. his heirs and aſſigns without any charge or incumbrance cauſed made ſuffered or granted by the ſaid A. B. or his heirs in eſtate, right, title, intereſt in Law, or equity truſt, charge, or other incumbrance whatſoever. And that the ſaid C. D. his heirs and aſſigns ſhall and may for ever hereafter peaceably and quietly have, hold, uſe and enjoy the ſaid premiſſes with the appurtenances without any let, trouble, denial or eviction of, or by the ſaid A. B. his heirs or aſſigns, or any other perſon or perſons whatſoever. And the ſaid A.B. doth grant for him, and his heirs, to warrant the ſaid premiſſes with the appurtenances to the ſaid C. D. and his heirs againſt the ſaid A.B. and his heirs, and againſt all and every other perſon and perſons whatſoever. In witneſs, &c.

Land

Lands in Reversion will pass by the Grant thereof in possession, and there amongst the covenants the lease, or estates in being must be excepted.

Section 2.

A Deed of Bargain and Sale.

This Indenture, *&c.* between A. B. of, *&c.* of the one part, and C.D. of, *&c.* of the other part, witnesseth, that the said A. B. for and in consideration of the sum of 100. l. to him in hand before the ensealing and delivery of these presents by the said C.D. well and truly contented and paid, whereof the said A. B. doth hereby acknowledge the receipt, and thereof and of every part thereof, doth clearly acquit, exonerate and discharge the said C.D. his heirs, executors, and administrators, and every of them for ever, by these presents hath grant, bargained and sold, and by these presents doth grant, bargain and sell to the said C. D. all that messuage, and half-yard land, &c. To have and to hold to the said C. D. his heirs and assigns for ever, to the use of the said C. D. and his heirs for ever. And the said A.B. and his heirs, the said Messuage and half yard land, and premisses with the appurtenances, unto the said C. D. his heirs and assigns in manner aforesaid, against him the said A.B. and his heirs, and all and every other person and persons, lawfully

lawfully claiming, from, by or under him, ſhall and will warrant, and for evermore defend by theſe preſents. The Covenants may be the ſame as in the laſt.

A Proviſo for payment of money.

Or thus, This Indenture, *&c.* To have, *&c.* to the ſaid R.B. and P.B. *&c.* provided that if the ſaid R.B. and P.B. or one of them, their or one of their heirs, *&c.* ſhall not pay, or cauſe *&c.* unto the ſaid I. I. his Executors, *&c.* at or in, *&c.* the ſum of, *&c.* in manner following, *(viz.)* 20.l. *&c.* and ſo for all payments of the ſaid ſum of, *&c.* that then and ſo often as default of payment of any of the ſaid ſums, or of any part thereof, ſhall be made contrary to the true meaning hereof, that then and ſo often it ſhall and may be lawful for the ſaid I.I. his executors, *&c.* into the ſaid bargained premiſſes, with the appurtenances to re-enter, and the ſame to have again, hold and retain, without any waſte doing, and the profits thereof, coming to his and their own uſe to receive until the ſaid ſum or ſums of money, whereof ſuch default ſhall be made, contrary to the true meaning hereof, ſhall be paid to the ſaid I.I. his, *&c.* at the place aforeſaid. And that ſo oft as ſuch default ſhall be made, as aforeſaid, the ſaid R. B. and P.B. their heirs, *&c.* ſhall ſtand and be ſeiſed of all and ſingular the premiſſes with the appurtenances, to the uſe of the ſaid I.I. his Executors, *&c.* For the ſeveral times aforeſaid according to the true meaning hereof. And after any ſum of twenty pound, whereof default of pay-

payment ſhall be made to the ſaid I. I. his executors, *&c.* reſpectively ſhall be paid; That then and ſo oft the ſaid R. P. and P. B. their heirs, *&c.* ſhall ſtand and be ſeized of the premiſſes with the appurtenances to the uſe of them, their heirs, *&c.* under the condition aforeſaid until the ſaid ſum of, *&c.* be fully paid according to the true meaning hereof. And that then and from thenceforth the ſaid R. B. and P. B. their heirs, &c. ſhall ſtand and be ſeiſed of all the ſaid premiſſes with the appurtenances to the only uſe of the ſaid R. B. and P. B. and of their heirs and aſſigns for ever, abſolutely and without any manner of condition, or other limitation of uſe or uſes. In Witneſs, *&c.*

The form of a Bargain and Sale for one year.

This Indenture made, *&c.* between A. B. of, *&c.* and C. D. of, *&c.* of the one part, and E. F. of, &c. of the other part, Witneſſeth that for and in conſideration of the ſum of five Shillings of good Engliſh money unto them the ſaid A. B. and C. D. in hand paid by the ſaid E. F. before the execution of theſe preſents the receipt whereof is by them hereby acknowledged accordingly, and thereof they do acquit and diſcharge the ſaid E. F. his Heirs, Executors and Adminiſtrators by theſe preſents, he the ſaid A. B. and the ſaid C. D. by and with the direction and appointment of the ſaid A. B. teſtified by his being made a party to and ſigning and Sealing of theſe preſents have, and each of them the ſaid A. B. and C. D. hath granted bargained and ſold, and by theſe preſents

do

do, and each of them for him his heirs and aſſigns doth grant, bargain and ſell unto the ſaid E. F. his Executors, Adminiſtrators, and Aſſigns, all that, &c. (here inſert the particulars of your Lands) to have and to hold the ſaid Meſſuage, &c. and all and ſingular other the premiſſes hereby Granted, Bargained, and Sold, with their and every of their appurtenances, and every part and parcel thereof unto the ſaid E. F. his Executors, Adminiſtrators, and Aſſigns, from the day before the date hereof, for and during the Term of one whole year from thence next enſuing and fully to be compleat and ended, and it is hereby declared that theſe preſents are ſo made and accepted that thereby, and by virtue and force of the Statute made in the ſeven and twentieth year of the reign of King *Henry* the eighth for the transferring of uſes into poſſeſſion, he the ſaid E. F. may be enabled to take a grant and releaſe to execute the eſtate of the aforeſaid premiſſes in him the ſaid E. F. his heirs and aſſigns for ever, in Witneſs, &c.

The form of a releaſe.

This Indenture made, &c. between A. B. of, &c. and C. D. of, &c. of the one part, and E. F. of &c. of the other part, witneſſeth, That for and in conſideration of the ſum of one hundred pound of good Engliſh money unto him the ſaid A. B. and of five Shillings like money to the ſaid C. D. in hand paid by the ſaid E. F. before the Execution of theſe preſents. The ſeveral receipts whereof is by them hereby reſpectively acknowledged,

ledged, and thereof and of every part thereof they the ſaid A. B. and C. D. doth ſeverally and reſpectively acquit, exonerate, and diſcharge the ſaid E. F. his Heirs, Executors, and Adminiſtrators, by theſe preſents, and for other good and valuable cauſes and conſiderations them the ſaid A. B. and C. D. thereunto ſeverally moving, he the ſaid A. B. and the ſaid C. D. by and with the ſpecial direction and appointment of the ſaid A. B. teſtified by his being made a party to and ſigning and ſealing of theſe preſents have, and each of them the ſaid A. B. and C. D. hath granted, bargained, ſold, aliened, releaſed, enfeoffed, and confirmed, and by theſe preſents do, and each of them for himſelf his Heirs, and Aſſigns, doth Grant, Bargain, Sell Alien, releaſe, enfeoff, and confirm unto the ſaid E. F. his Heirs and Aſſigns for ever, all that, &c. (Here inſert the particulars of your Lands as in the Leaſe) and the reverſion and reverſions, remainder and remainders, yearly rent or rents, iſſues and profits, thereof, and of every part thereof, and all the eſtate or eſtates, right, title, truſt, intereſt claim and demand whatſoever either in law or equity, of them the ſaid A. B. and C. D. or either or any of them of, into or out of the aforeſaid premiſſes and every or any part thereof, and all Charters Deeds, Evidences and Writings any wayes touching or concerning the ſaid premiſſes or any part thereof, to have and to hold the ſaid Meſſuage, &c. and all

all and ſingular other the hereby granted and releaſed, or mentioned to be hereby granted and releaſed premiſſes, with their and every of their appurtenances unto the ſaid E. F. his Heirs and Aſſigns for ever. To the onely proper uſe and behoof of the ſaid E. F. his Heirs and Aſſignes for ever.

Obſervation. Its now eſteemed the beſt way to omit the recital of the precedeing Leaſe, which is uſually inſerted in the Releaſe, for that the ſame Deed is then the more capable of another Execution, *viz.* by Inrolment or Livery and Seiſin.

The Form of a ſhort Bargain and Sale to be Inrolled without Covenants. This Indenture made, *&c.* between A. B. of, *&c.* and C. D. of, *&c.* of the one part and E. F. of, *&c.* of the other part, Witneſſeth, That for and in conſideration of a competent ſum of money to him the ſaid A. B. and of five ſhillings to the ſaid C. D. in hand paid by the ſaid E. F. before the Execution of theſe preſents, the ſeveral receipts whereof they the ſaid A. B. and C. D. and either of them reſpectively do hereby acknowledge, and thereof and of every part thereof do acquit, exonerate and diſcharge the ſaid E. F. his Heirs, Executors and Adminiſtrators by theſe preſents reſpectively, and for other good and valuable cauſes and conſiderations, them the ſaid A. B. and C. D. thereunto moving, he the ſaid A. B. and the ſaid C. D. by and with the ſpeclal direction and appointment of the ſaid A. B.

A. B. teſtified by his being made a Party hereunto, and ſigning, and ſealing of theſe preſents have and each of them the ſaid A. B. and C. D. hath granted, bargained and ſold, and by theſe preſents do, and each of them for himſelf, his Heirs and Aſſigns doth grant, bargain and ſell unto the ſaid E. F. his Heirs and Aſſigns, all that Meſſuage, *&c.* (Here inſert the particulars of the Lands, as it is before in the Releaſe) To have and hold all and ſingular the hereby granted, bargained and ſold or mentioned to be hereby granted, bargained and ſold premiſſes, and every part and parcel thereof, with their and every of their appurtenances unto the ſaid E. F. his Heirs and Aſſigns for ever, to the ſole only proper uſe and behoof of the ſaid E. F. his Heirs and Aſſigns for ever.

Section 3.

Deeds of Uſes made by Feoffments, Grants, Gifts, Covenants, Declaration of Uſes, and otherwiſe.

This Indenture made, &c. Between A. B. of &c. of the one part, and C. D. of, &c. and E. F. of &c. of the other part, witneſſeth, that the ſaid A. B. as well for the natural love and affection, which he hath and beareth unto W. B. his ſon, as alſo for and in conſideration of a marriage, to be had and

ſolemnized between the ſaid W. B. and F. D. daughter of the ſaid C. D. and for the ſettling of the Lands and Tenements hereafter mentioned in ſuch ſort as herein is afterwards ſpecified, and for the better maintenance and ſupport of the preſent eſtate of them the ſaid W. B. and F. D. after their ſaid marriage, and to the end that a competent and convenient Joynture may be made for the ſaid F. D. during her life in recompence of all ſuch Dower, and Title of Dower as ſhe ſhall or may, have, claim or challenge to have, of, in and to any of the Lands, Tenements, and Hereditaments of the ſaid W. B. and alſo for and in conſideration of the ſum of, &c. by the ſaid C. D. unto the ſaid A. B. in hand paid for the marriage-portion of the ſaid F. D. whereof the ſaid A. B. and W. B. do hereby acknowledge the receipt. Hath granted, enfeoffed, and confirmed. And by theſe preſents doth grant, enfeoff and confirm unto the ſaid C. D. and E. F. all that Meſſuage, &c. To have and to hold to the ſaid C. D. and E. F. their heirs and aſſigns for ever, to the uſes, intents and purpoſes hereafter following. That is to ſay, all the ſaid premiſſes to the uſe of the ſaid C. D. and his heirs, till the ſaid ſum of, &c. paid to the ſaid C. D. for the marriage portion of the ſaid F. D. ſhall be repayed to, or tendred unto, and refuſed by the ſaid C. D. in caſe the ſame marriage do not take effect before the twenti-

A means to prevent a miſchief if a marriage ſhould not proceed.

eth

eth of *June* now next coming; and after the ſame marriage had and finiſhed; Then as to the ſaid Meſſuage, &c. the ſaid Cloſe of Meadow, &c. being parcel of the ſaid four yard land, to the uſe of the ſaid A. B. for the term of his natural life without impeachment of waſte, and after his deceaſe to the uſe of the ſaid F. D. daughter of the ſaid C. D. for the term of her life for her joynture, and in lieu and ſatisfaction of her Dower, and after her deceaſe, if in caſe the ſaid A. B. ſhall overlive the ſaid F. D. then to the uſe of ſuch perſon as the ſaid A. B. ſhall next marry for the term of her natural life; and after her deceaſe, then to the uſe of the Executor or Executors of the laſt Will and Teſtament of the ſaid A. B. untill he or they ſhall and may levy, have and take out of the Rents and Profits thereof, the ſum of four hnndred pound to be employed, beſtowed and diſpoſed, as by the laſt Will and Teſtament of the ſaid A. B. ſhall be limited, appointed and declared, and after the determination of the laſt mentioned uſe and eſtate, then to the uſe of the ſaid W. B. his Heirs and Aſſigns for ever. And as of, for and concerning the ſaid Cloſe of, &c. being the reſidue of all the ſaid Lands and Tenements before mentioned, and all the reſt of the Lands and Tenements aforeſaid, not contained within the limitation aforeſaid to the uſe of the

A means to prevent the ſale of the Land by the eldeſt Son, if he be a Prodigal.

ſaid C. D. and E. F. and their heirs during the natural life of the ſaid W. B. and after to the uſe of the right Heirs of the ſaid W. B. for ever.

This Indenture, &c. Between, &c. witneſſeth that the ſaid A. B. in conſideration of a marriage to be had between W. B. his ſon and F. D. daughter of the ſaid C. D. and for the ſettling of the Lands and Tenements hereafter mentioned to the uſes hereafter named, hath, &c. all that, &c. To have and to hold, &c. to the uſes hereafter following, that is to ſay, all the ſaid Lands and Tenements to the uſe of the ſaid A. B. and his Heirs, until the ſame marriage be had and finiſhed, and then of and concerning one, &c. to the uſe of the ſaid A. B. and the heirs of his body on M. D. the wife of L. D. begotten, and after to the uſe of the performance of his Will for ten years. And after to the uſe of the ſaid C. D. and E. F. and their Heirs during the natural life of the ſaid W. B. and after to the uſe of the firſt iſſue male of the body of the ſaid W. B. and the heirs of the body of ſuch firſt Iſſue male. And for want of ſuch iſſue, then to the uſe of M. B. and the heirs males of his body begotten, and for want of ſuch iſſue to the uſe of the ſaid M. B. and the heirs females of his body begotten, and for want of ſuch iſſue to the uſe of the right Heirs of the ſaid A. B. for ever. And of and concerning

ing one other Cloſe, &c. to the uſe of ſuch perſon or perſons as the ſaid A. B. by his laſt Will and Teſtament in writing, or by any other Writing to be by him ſealed and ſubſcribed in the preſence of two or more Witneſſes ſhall nominate and appoint, for ſuch term and until ſuch time as the ſame perſon or perſons, ſo to be nominated, ſhall or may levy, take or receive out of the yearly Rents, Iſſues and Profits of the premiſſes, ſuch ſum or ſums of money not exceeding two hundred pound in the whole, as the ſaid A. B. in or by ſuch his laſt Will or Teſtament, in writing, as is aforeſaid, ſhall limit or appoint to be uſed and diſpoſed to and for ſuch uſes, intents and purpoſes, and in ſuch manner and form as the ſaid A. B. in or by ſuch laſt Will or Teſtament, or other writing, as is aforeſaid, ſhall limit & appoint; and after the end, determination, or other becoming void whatſoever, of the ſaid uſe or eſtate, then to the uſe of T. D. ſon of the ſaid C. D. and the Heirs males of the body of the ſaid T. D. iſſuing, &c.

This Indenture, &c. between A. B. of, &c. of the one part, and C. D. of &c. of the other part, witneſſeth, that the ſaid A. B. in conſideration, &c. hath granted, &c. and by theſe preſents, doth, &c. all that, &c. to have and to hold, to the ſaid, &c to the uſe of the ſaid A. B. for his life, and after for the lands in *Dale* to the uſe of W. B. youngeſt ſon of the ſaid A. B. and his

Heirs, and of the ſaid lands in K. to the uſe of the ſaid A. B. for his life and term of ſixty years after the death of the ſaid A. B. if he the ſaid M. N. ſhall happen ſo long to live, and after to the uſe of T. S. of, &c. for the term of his life, and afterwards to the uſe of the Heirs-males of the ſaid T. S. Provided alwayes, that if the aforeſaid T. S. ſhall diſturb the ſaid W. B. his Heirs or Aſſigns, that he or they or any of them may not quietly have, hold and enjoy the lands before limited and appointed to him and them, or any part thereof. Or if the ſaid T. S. his Heirs or Aſſigns ſhall not permit the Executors, Adminiſtrators and Aſſigns of the ſaid M. N. quietly to have, remove, take and carry away, all and every the goods and chattels of the ſaid M. N. which now are or be in the dwelling houſe of the ſaid T. S. in D. aforeſaid, or ſhall do any thing to hinder or hurt the intent of the ſaid M. N. concerning the ſame in his laſt will and Teſtament expreſſed; that then the aforeſaid uſes limited to the aforeſaid T. S. and to his Heirs-males, ſhall ceaſe and become void to all intents.

Truſt. And for the lands in Sale, to the uſe of E. F. and G. H. their Executors, &c. unto the end and term, and for and during the whole term of ſixty years from thenceforth then next following, fully to be compleat and ended upon this ſpecial truſt and confidence, nevertheleſs that they the ſaid

ſaid E. F. and G. H. and their Executors, *&c.* ſhall permit and ſuffer W. B. eldeſt ſon of the ſaid A. B. quietly to enjoy the ſame, and to take and receive the Rents and profits thereof to his own uſe during ſo many years of the ſaid term of ſixty years as he ſhall happen to live, and that after his deceaſe they ſhall ſuffer all the children or iſſues of the ſaid A. B. lawfully begotten, their Executors, *&c.* quietly to hold and enjoy the ſame, and all the rents and the profits thereof to receive to their own uſe equally between them, during all the reſidue of the ſaid recited term of years that ſhall be then to come. And if the ſaid A. B. ſhall happen to die without any iſſue of his body lawfully begotten, That then they ſhall ſurrender and yield up the reſidue and remainder of the ſaid recited term that ſhall be then to come to ſuch perſon and perſons as ſhall have the immediate reverſion or remainder thereof to them to extinguiſh the ſame eſtate, and from and after the end and expiration of the ſaid term of threeſcore years, then to the uſe of, &c.

And for the lands in M. to the uſe of the ſaid A. B. for the term of his natural life without impeachment of waſte. And after to the uſe of ſuch Farmers or Tenants to whom he hath demiſed or ſhall demiſe any part of the ſaid laſt named premiſſes, for or during life or lives, or for any term of years, as in any ſuch demiſe or demiſes

ſhall be limited and appointed. And after to the performance of the Teſtament and laſt will of the ſaid A. B. and to the uſe of ſuch perſon and perſons ſeverally, to whom the ſaid A. B. by his laſt will ſhall deviſe any eſtate or eſtates, of and in the ſaid laſt named lands, tenements and hereditaments, or any part of them, according to the true intent and meaning of his laſt will. And after the performance of the ſaid laſt will to, &c. And for the lands in T. to the uſe of the ſaid A. B. for the term of his natural life, and after to the uſe of E. B. his wife for the term of her natural life, and after to the uſe of the Heirs of the body of the ſaid A. B. on the body of the ſaid E. B. and for want of ſuch iſſue to the Heirs of the body of the ſaid A. B. on the body of any other wife begotten. And for the lands in *W.* to the uſe of ſuch perſon and perſons, and of ſuch eſtate and eſtates, as the ſaid A. B. ſhall limit and appoint by his laſt will in writing.

Another to uſes.

This Indenture, &c. Between A. B. of, &c. of the one part, C. D. of, &c. and E. F. of, &c. of the other part, witneſſeth, that the ſaid A. B. in conſideration of a marriage already agreed upon, and ſhortly to be had and ſolemnized between T. B. ſecond ſon of the ſaid A. B. and S. D. daughter of the ſaid C. D. and for the love and affection which he beareth to his ſaid ſon, and for a competent jointure to be had and provided to and for the ſaid Sa-

Sarah, and for provision of maintenance for her, and for the setling of the inheritance of the lands and tenements herein after mentioned to such use or uses, and upon such trusts and confidence, as are herein declared, hath granted, &c. and by these presents doth, &c. unto the said C.D. and E.F. all that, &c. To have and to hold, &c. that is to say, To the use of the said C.D. and E.F. and of their heirs until the solemnization of the said marriage between the said T.B. and S.D. and from and after the solemnization of the said marriage to the use and behoof of the said C.D. and E.F. and of their heirs during the natural life of S.D. and from and after his decease to the use of the said T.B. for and during the term of his natural life, and from and after the death of the said S.D. and T.B. to the use of the heirs of the body of the said S.D. by the said T.B. the Son, or to be begotten, and for default of such heirs, to the use of the said T.B. the Son, and of the heirs of his body. And for default of such heirs, to the use of said A.B. the Father, and his heirs for ever; upon this special Trust and confidence in them the said C.D. and E.F. and their heirs and assigns, that they and every of them respectively to whose hands or custody any of the Rents, Issues or Profits of the Premisses, shall come, during the life of the said S. shall from time

Trusts and confidence in Lands.

time to time pay, deliver, diſpoſe and imploy the ſame Rents, Iſſues and Profits, and every part thereof, either to the ſaid S. D. her ſelf, or to ſuch other perſon or perſons, uſe or uſes, as ſhe the ſaid S. ſhall by any writing under her hand from me to time limit or appoint. Provided alwaies, and it is nevertheleſs granted and agreed by and between the ſaid parties, that in caſe the ſaid T. B. ſhall within ſeven years next enſuing the date hereof, at his own proper coſt and charges well and ſufficiently convey and aſſure, or cauſe to be conveyed and aſſured by good and ſufficient ways and means in the law to the ſaid C. D. and E. F. and to their heirs, or to the Survivors or Survivor of them, and his or their heirs, to and for, and upon the like uſes, intents, truſts, confidences and purpoſes as are before herein limited, expreſſed, limited and declared meſſuages, Lands and Tenements, ſituate, lying or being in D. &c. and which ſhall be of as much more clear yearly value as the ſaid Meſſuage, Tenement, and Premiſſes hereby mentioned meant or intended to be granted, ſhall be then worth; that then and from and after ſuch Conveyance and aſſurance paſſed and perfect the uſe and uſes, truſts and confidence herein before limited and expreſſed, ſhall ceaſe determine and end, and then and from thenceforth they and the ſaid C. D. and E. F. and their heirs ſhall ſtand and

and be ſeiſed of and in the ſaid Meſſuage, &c. hereby mentioned, or intended to be granted, and every part thereof, to the uſe of him the ſaid T. N. his heirs and aſſigns for ever, and to none other uſe, intent or purpoſe, whatſoever, any thing herein contained to the contrary thereof in any wiſe notwithſtanding.

To all, &c. A.B. of, &c. greeting. Know ye that I the ſaid A. B. in conſideration of a marriage to be had between O. B. my Son, and one A. W. the daughter of R. W. of, &c. have granted, enfeoffed and confirmed. And by theſe preſents do, &c. to the ſaid R. W. and T. O. of, &c. All that my meſſuage, &c. To have and to hold to the ſaid R. W. and T. O. their heirs and aſſigns, to the uſes and behoofs following (that is to ſay) to the uſe of me the ſaid A. B. and my heirs, until the ſaid O. B. ſhall marry to wife the ſaid A. W. and after the ſame marriage between the ſaid O. B. and the ſaid A. W. daughter of, &c. ſo had, then to the uſe and behoof of me the ſaid A. B. and E. my wife, for the terms of the natural lives of us the ſaid A. B. and E. my wife, and the longeſt liver of us and after the deceaſe of us, the ſaid A. B. and E. his wife and the longer liver of us, then to the uſe and behoof of the ſaid O. B. my Son, and of the ſaid A. W. and the heirs of the ſaid O. B. on the body of the ſaid A. W. lawfully begotten, or to be begotten, And for default of ſuch iſſue then to the uſe

of

of the right heirs of me the ſaid A.B. for ever. In witneſs, &c.

Section 4.
Covenants to ſtand ſeiſed to Uſes.

A Conveyance whereby one may ſettle his Land upon himſelf, his wife, children or kindred in his chamber without livery of ſeiſin or Atturnment.

This Indenture made, *&c.* Between A.B. of, *&c.* of the one part, and C.D. of, *&c.* and E.F. of, *&c.* of the other part, witneſſeth, that it is covenanted, condeſcended and agreed by and between the ſaid parties to theſe preſents in manner and form following (that is to ſay) whereas the ſaid A.B. the day of the date hereof, hath but one onely ſon M.B. his heir apparent, and one daughter S.B. and is fully reſolved and determined how and in what manner his Lordſhips, Mannors, Lands, Tenements and Hereditaments ſhall by the grace of God remain, continue, and be as well in the life time of the ſaid A.B. and M.B. his Son, as after their deaths; and being withal greatly deſirous to continue and ſtay all and ſingular his ſaid Lordſhips, Lands and Hereditaments in his ſirname, and for that purpoſe to ſettle the ſame as followeth, he the ſaid A.B. doth as well for the conſideration aforeſaid, as alſo for the natural and fatherly love which he beareth unto his ſaid two children, as alſo for the natural and brotherly love which which the ſaid A.B. beareth unto N.B. his brother, and L.B. his Siſter, and towards H.B. his kinſman hereafter named, covenant and

and grant for him and his heirs, to and with the ſaid C. D. and E. F. their heirs and aſſigns by theſe preſents; That he the ſaid A. B. and his heirs, and all and every other perſon and perſons, and their heirs, that now ſtand and be ſeiſed of, or in all and ſingular thoſe his Lordſhips or Mannors of D. S. and M. and of and in all that Meſſuage, &c. or that hereafter ſhall be ſeiſed of the ſaid Lordſhips, Mannors and Premiſſes, or of any part thereof, ſhall ſtand and be ſeiſed thereof, of every part thereof to ſuch uſes, intents and purpoſes, and upon ſuch conditions and limitations of uſes, as in theſe preſents ſhall be expreſſed and declared, and to none other uſe, intent and purpoſe; that is to ſay, to the onely uſe of the ſaid A. B. for and during the term of his natural life, without impeachment of waſte, and from and after the determination of the ſaid Eſtate to the uſe of the ſaid C. D. and his Heirs during the life of the ſaid A. B. to prevent his docking the contingent remainders herein after limited and appointed and from and after his death, then of and concerning the ſaid Mannors and Lordſhips of D. and S. with the appurtenances, to the uſe of K. B. now wife of the ſaid A. B. for the term of her life, for her Joynture, and in liew and ſatisfaction of her Dower, and after her deceaſe to the uſe of the ſaid M. B. and the heirs males of his body begotten, and for want of ſuch iſſue to the uſe of the ſaid N. B. the brother

of

of the ſaid A.B. and the heirs males of the body of the ſaid N.B. begotten or to be begotten, and for want of ſuch iſſue to the uſe of the ſaid H.B. and the heirs males of his body lawfully begotten or to be begotten, and for want of ſuch iſſue to the uſe of the right heirs of the ſaid A.B. for ever. And for and concerning the Mannor of N. and the ſaid Meſſuage, &c. and all the reſidue of the ſaid premiſſes not limited and appointed to the uſes before remembred to the uſe of the ſaid M.B. for the term of his life, without impeachment of waſte, and after his deceaſe to the uſe of the ſaid S.B. the daughter of the ſaid A.B. and the heirs of the body of the ſaid A.B. begotten, and to be begotten; and for want of ſuch iſſue to the uſe of the ſaid L.B. the Siſter of the ſaid A.B. and the heirs of the body of the ſaid L.B. begotten, and to be begotten. And for want of ſuch iſſue to the uſe of the right heirs of the ſaid A.B. for ever.

This, &c. That he the ſaid A.B. and his heirs and aſſigns, and all and every perſon and perſons having, or claiming, or which may have or claim, any eſtate, right, title or intereſt, by, from or under him the ſaid A.B. ſhall and will at all times and from time to time for ever hereafter ſtand and be ſeiſed of all thoſe meſſuages, &c. hereafter in theſe preſents particularly mentioned to the uſes, intents and purpoſes, and in manner and form hereafter following (*viz.*) of and in all that Capital Meſſuage, &c. or and during

ring the term of the natural life of the ſaid A.B. and for ſix Moneths after without impeachment of any manner of waſte, during the life of the ſaid A.B. onely, and from and after the death of the ſaid A.B. and the end of ſuch of the Feaſts of Saint *Michael*, &c. and the Annunciation, &c. as ſhall firſt and next happen, and be next after the end of the ſaid ſix Moneths next after the death of the ſaid A.B. then to the uſe and behoof of the aforeſaid R.B. the firſt begotten ſon of the ſaid A.B. and the Heirs of the Body of the ſaid R.B. lawfully to be begotten. And for default of ſuch iſſue to the uſe of the reſidue of the Sons of the ſaid A.B. in ſucceſſion from one to another, as they ſhall be in ſeniority of years, and to be heirs of the body of ſuch ſons, lawfully to be begotten, with remainders over, for default of ſuch iſſue from one to another, and to the heirs of the body of ſuch Sons lawfully to be begotten: and for default of ſuch Sons then to the uſe of the daughters of the ſaid A, B. and of the heirs of the body of ſuch Daughters lawfully to be begotten; and for default of ſuch Daughters of the ſaid A.B. or of ſuch heirs of their bodies to be begotten as aforeſaid then to the uſe of the ſaid children of E.K. deceaſed, and of the children of A.V. Siſters of the ſaid A.B. (B. V. the eldeſt ſon of the ſaid A.V. only excepted) equally to be divided, and of the heirs of the ſaid children (except before excepted) for ever. And

of

of and in all that cloſe, &c. to the uſe of the ſaid A. B. for his life, and from and after his death, if M. the wife of the ſaid A. B. ſhall ſurvive the ſaid A. B. then of and for the moiety, or one half of the premiſſes laſt aboveſaid to the uſe of, &c. and of and for the other moiety, and half part of the ſame premiſſes, to the uſe of the ſaid C. D. and E. F. their heirs and aſſigns, from and after the death of the ſaid A. B. to the onely uſe of the ſaid M. the wife of the ſaid A. B. if ſhe ſhall be then living, and of her Executors, Adminiſtrators and Aſſigns, for and during the term of the natural life of the ſaid M. B. and until the Feaſt-day of Saint *Michael* next after the death of the ſaid M. and from and after the death of the ſaid A. B. and from and after the end of the ſaid Feaſt of Saint *Michael* next after the death of the ſaid M. his wife, if R. B. the nephew and R. B. his ſon ſhall be then living, and the ſaid R. the ſon ſhall be within the age of ten years, then to the uſe of the ſaid C. D. and E. F. and their Heirs and Aſſigns, until the ſaid R. B. the ſon of the ſaid R. B. the nephew ſhall attain to his full age of twenty one years, if he ſhall live ſo long, and from and after the full age of the ſaid R. the ſon of the ſaid R. the nephew accompliſhed, then to the uſe of the ſaid R. the ſon and the Heirs of his body begotten. And if he ſhall not live to his age of twenty one years, or being of that age ſhall afterwards die in the life time of his father, then, *&c.* This

This Indenture made, &c. between A. B. of, &c. and C.D. of, &c. witneſſeth, that in conſideration of, &c. it is now mutually covenanted, granted and agreed upon, by and between all the parties to theſe preſents. And the ſaid A. B. doth for him and his Heirs, hereby covenant, grant and agree to and with the ſaid C. D. his Heirs and Aſſignes in manner following (that is to ſay) That as well he the ſaid A. B. and his Heirs, and all and every other perſon and perſons and their Heirs which now ſtand or be ſeized, or at any time hereafter ſhall ſtand or be ſeized of, and in all that her one meſſuage, &c. do, ſhall and will from the day of the date of theſe preſents, ſtand and be ſeized of the ſame meſſuage to the onely uſes and intents hereafter in theſe preſents declared, and to none other uſe, intent, or purpoſe, (that is to ſay) to the uſe of the ſaid A.B. for the term of his life; and from and after his deceaſe, then if any childe of the body of the ſaid A. B. lawfully begotten, ſhall be then living; or if the ſaid C. his Wife ſhall then happen enſent with any childe begotten by the ſaid A.B. then to the uſe of the ſaid C. his Wife, until any Heir of the body of the ſaid A. B. begotten or to be begotten, ſhall attain to the age of Eighteen years, if any ſuch Heir after his or her birth ſhall ſo long live. And if the ſaid A. B. Truſt. ſhall happen to die without Heir of his body begotten or coming, then to the uſe and behoof of the ſaid C. now his Wife, for and during the term and time of Six months next enſuing after his death, to the intent and upon truſt that the ſaid C. ſhall pay or cauſe to be paid out of the

Rents and Profits of the Premiſſes, ſuch Legacies and ſums of money as the ſaid A. B. ſhall by his laſt Will limit and appoint. And from and after the death of the ſaid A.B. and the failor or determination of the uſes aforeſaid; then to the, &c.

A Covenant to ſtand ſeized of the reſidue not duly executed to the uſes aforeſaid.

And here note, that in all theſe and ſuch conveyances to uſes of a mans Wife, Children, be it by Fine, Feoffment, &c. it is good to inſert in the end of the Deed this Covenant. And the ſaid A. B. doth for him and his Heirs covenant and grant, for the conſiderations aforeſaid, to and with the ſaid C.D. and his Heirs, That he the ſaid A. B. and his Heirs ſhall and will from and after the Twentieth of *June* now next coming, ſtand and be ſeized to the ſeveral uſes before, in and by theſe preſents limitted and declared; and according to the true meaning hereof, and in ſuch part, and ſo much of the premiſſes, as for the want of the due execution of livery of ſeiſin, or for want of attornment, or for any other defect or cauſe whatſoever ſhall not be well and ſufficiently conveyed and aſſured unto the ſaid C.D. and his Heirs to the uſes aforeſaid, before the ſaid Twentieth of *May*, and to none other uſe, intent, or purpoſe.

Or thus: And the ſaid A.B. doth, &c. That if a good, perfect conveyance and aſſurance of the premiſſes to be aſſured by the ſaid A.B. be not made and ſufficiently perfected before the Twentieth day of *June* now next coming, whereby the ſaid premiſſes ſhall not be conveyed and made ſure to ſuch uſes, intents, and purpoſes, as are mentioned in theſe preſents, according

ding to the true intent thereof, that then the said A. B. and his Heirs, shall and will from and after the Twentieth of *June*, &c. as in the other Covenant. And thus a man may raise any uses by way of Covenant to himself, Wife, Children, Blood, or Kin, or upon Marriage, by this bare Covenant, without inrolment, livery of seisin, or any such thing. Livery of seisin inrolment.

SECT. 5.

In these kinds of Conveyances to uses also may be reserved a power to make estates after this manner: Provided alwaies, and nevertheless it is concluded and agreed by and between the said parties to these presents, that it shall and may be lawful to and for the said A. B. at any time during his natural life, at his will and pleasure, by his sufficient writing or writings, indented, sealed with his Seal, and lawfully executed, to demise, grant, and to let to farm, all and singular the said Mannour and premisses with the appurtenances, or any part thereof, except such as are assured to the said F. D. for her Jointure; and except one Close, &c. [Or to demise and grant all that Close, &c. and so as the case is] to any person or persons, for term of three Lives or under; or for term, or for twenty one years, to be accompted from the time of the making thereof or under, in possession only, and not in reversion. Power to Estates.

Or thus. [That it shall be lawful for the said A. B. at any time during his life, to make or cause to be made any Lease or Leases for

term of three Lives, or twenty one years, and not above, of the ſaid premiſſes, or any part thereof, to any perſon or perſons, &c.]

Or thus: That it ſhall be lawful, &c. to the ſaid A. &c. to make any Leaſe or Leaſes of the ſaid piece of errable Land, &c. to any perſon or perſons for any Term or Eſtate, not exceeding Twenty one years from the day of the making thereof. So that the antient yearly Rents, Cuſtomes and Services, or more, be reſerved or payable upon every ſuch Demiſe or Leaſe to have continuance during the term thereof, by virtue of ſuch Leaſe or Leaſes, and ſo that any ſuch Demiſe or Leaſe be not made without impeachment of waſte.

Or thus: That it ſhall and may be lawful to and for the ſaid A.B. at any time during his natural life, or by his laſt Will and Teſtament in writing, to grant, give, and bequeath Annuities to his Servants for the term of the life or lives of ſuch Servants, onely iſſuing or going out of the premiſſes, or any part thereof, and to limit any part of the ſaid Mannor and Lands, not exceeding Twenty pound a year to any perſon or perſons for term of life, lives, or years for payment of his Debts, or performing of Legacies, as to himſelf ſhall be thought good; and alſo to aſſure, and convey the ſaid parcel of Land, called *Higgins*, lying in D. aforeſaid, to the uſe of the ſaid F.D. for the term of her natural life, ſo as it be not without impeachment of waſte.

Or thus: That it ſhall be lawful to and for the ſaid A. B. to make Joynture of the Lands and

and Tenements in N. parcel of the premiſes to the value of Twenty pound to any Wife or Wives that the ſaid A. B. ſhall hereafter fortune to marry, or take to Wife, for and during the natural life of ſuch Wife or Wives.

Or thus: That it ſhall and may be lawful to and for the ſaid A.B. to grant and aſſure the ſaid Farm called *Hodges*, parcel of the premiſſes, or any part thereof, to any ſuch Woman, Wife, or Wives, as the ſaid A. B. ſhall hereafter fortune to marry, for life or lives onely of ſuch Wife or Wives, for and in conſideration of her Joynture, or Dower.

Or thus: That it ſhall and may, *&c.* to make a Grant, a Rent-charge of Twenty pound a year, to be received yearly out of the ſaid Lands, to any woman that ſhall hereafter be his Wife, to hold to her for term of her life only.

Or thus: That it ſhall, *&c.* for the ſaid A.B. to declare his laſt Will and Teſtament; and for the performance thereof, and payment of his Debts, to deviſe the ſaid *Grange*, called *Somers Grange*, for any time under Twenty one years next after the death of the ſaid A. B.

Or thus: That it ſhall, *&c.* for the ſaid A.B. to make any Leaſes of the ſaid premiſſes, or any part thereof, of the yearly Rent or value of Twenty pound to any of the younger Sons of the ſaid A. B. for the term of their natural lives onely. Or to the younger Daughter of the ſaid A.B. for the term of her life; or otherwiſe, to grant a Rent or yearly Payment of Twenty pound, with Clauſe of Diſtreſs, in the ſaid Lands and Tenements, to the ſaid K. his Daugh-

ter, for and during the term of her natural life.

Or thus: Nevertheleſs, it is always provided, That it ſhall and may be lawful to and for the ſaid A.B. at his pleaſure to make any Leaſe or Leaſes for term of Three lives, or One and twenty years, or under, to any perſon or perſons whatſoever, of all and ſingular the ſaid Mannor of N. or any part thereof other than the Scite or Demeaſn Lands thereof, whereupon the old and accuſtomed yearly Rents, or more, ſhall be reſerved to continue during the ſame Leaſe or Leaſes to be had or made [and ſo it may be after any ſuch manner.] And that all ſuch Leaſes, Grants, Deviſes and Eſtates ſo to be made, ſhall be good and available in Law to all intents and purpoſes. And that at all times from and after the making of ſuch Leaſe or Leaſes, Grants, Deviſes or Eſtates, this conveyance or aſſurance, and all other conveyances and aſſurances dependant hereupon, and made for the ſtrengthning and corroboration hereof, ſhall be, and the ſaid C.D. and his Heirs and Aſſigns, and every of them, and all and every other perſon and perſons then ſtanding or being ſeized of, or in the premiſſes, ſo to be demiſed, letten, deviſed or charged, or any part thereof, ſhall ſtand and be ſeized thereof, and of every part thereof, as for and concerning onely all ſuch part, and ſo much of the premiſſes ſo to be demiſed, leaſed, deviſed, or charged, as aforeſaid, to the uſe of all and every ſuch perſon and perſons, their Executors, Adminiſtrators, and Aſſigns, to whom any ſuch Leaſe, Eſtate, or Charge ſhall be ſo made thereof, and according to the true meaning

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ing of the ſame Leaſe or Leaſes, Deviſe or Charge, and of theſe preſents, ſo always as the ſame Leſſees, their Executors, Adminiſtrators and Aſſigns, and every of them, and the ſaid Deviſees, do well and truly yield and pay, or cauſe to be yielded and paid, the ſeveral Rents and Services in the ſame Leaſe and Leaſes, and every of them to be reſerved, to ſuch perſon and perſons for the time being, as by the intent and true meaning of theſe preſents, is to have the next and immediate Reverſion or Remainder of the ſaid premiſſes ſo to be leaſed or deviſed, at the days and times to be comprized in the ſaid Leaſes or Deviſes. And, after the expiration of the ſaid Leaſe or Leaſes, or Eſtates or Charges, and every of them as they ſhall ſeverally end or determine, then that this Conveyance, and all the ſaid other Conveyances and Aſſurances dependant, ſhall be and enure; and the ſaid C. D. and his Heirs, and the ſaid A. B. and his Heirs, and all and every other perſon and perſons then ſtanding or being ſeized of, or in the ſaid premiſſes ſo to be demiſed, letten, deviſed, or charged, or any part thereof, ſhall at all times from thenceforth ſtand and be ſeized of, and in the ſame, and every part thereof, to ſuch uſes, purpoſes, and intents, as hath been before in theſe preſents expreſſed and declared; and by the true intent and meaning of theſe preſents, they ſhould or ought to have done, if no ſuch Leaſe or Leaſes, Deviſe or Charge thereof made, at any time had been made, any matter or thing to the contrary thereof, in any wiſe, notwithſtanding.

SECT. 6.

Powers of Revocation.

In these kinds of conveyances to uses, also there may be reserved a power to make void, or alter the uses after this manner.

Provided always, and it is fully concluded, meant, or agreed by and between the said parties to these presents, and their Heirs, that if the said A. B. at any time hereafter during his life, shall be minded upon whatsoever cause or occasion seeming meet or convenient to him to adnul, make void, alter, or change the Use or Uses, Estate or Estates, or any of them, limitted, raised, implyed, intended, or made by these presents, touching all the said Mannors and Premisses, contained in these presents, or else touching some part, or any part thereof onely; and thereupon by any Writing subscribed with his Name, and sealed with his Seal, in the presence of two or more Witnesses, and delivered to the said C.D. or his Heirs, or by his Writing under his Seal, and in any of the Courts of Record of the Kings Majesty, or his Successors to be inrolled, do and shall signifie and declare, that his intent and pleasure is, to revoke and make void the Uses, Intents and Estates, or any of them limitted and appointed in or by these presents, touching the said whole premisses, or touching some or any part thereof, that then and from thenceforth all the uses, behoofs, intents, and Estates made, limitted and appointed in or by these presents, shall be utterly void and of none effect touching all such part, and so much of the said premisses in and concerning which the said

A.

A. B. ſhall ſo ſignifie and declare, that his will and pleaſure is, that the Uſes, Behoofs, or Eſtates aforeſaid, or any of them, ſhall be void, or of none effect. And that then the ſaid parties, and every, any, or either of them, and all and every other perſon and perſons that now ſtand, or be ſeized of all and ſingular the ſaid Mannours and Premiſſes, or of, or in any part thereof, ſhall from thenceforth ſtand and be ſeized of all and ſingular the ſaid Mannours and Premiſſes in which the ſaid A. B. ſhall ſo ſignifie and declare, that the Uſes, Behoofs, or Eſtates aforeſaid, or any of them, ſhall be void, or of none effect, or of ſuch part thereof, in which the ſaid A. B. ſhall ſo ſignifie and declare, that the Uſes and Eſtates aforeſaid, or any of them, ſhall be void, and of none effect, to the uſe of the ſaid A.B. his Heirs and Aſſigns for ever. Any thing herein aforeſaid to the contrary hereof notwithſtanding.

Or thus: Provided always, and it is nevertheleſs covenanted and agreed by theſe preſents between the ſaid parties thereunto for the conſiderations aforeſaid, that for the preferment and advancement of other Children of the ſaid A. B. and for the payment of his Debts or Legacies, or for any other neceſſary purpoſe, it ſhall be lawful to and for the ſaid A. B. together with the ſaid C. D. at any time hereafter, during the life of the ſaid A. B. together with and by the joynt conſent and agreement of the ſaid C. D. and by their joynt Deed or Writing indented under their Hands and Seals, and to be inrolled in any Court of Record of the Kings Majeſty, his

his Heirs, or lawful Succeſſors, to make void, and fruſtrate any of the Uſe or Uſes, Eſtate or Eſtates in theſe preſents abovementioned, expreſſed or declared onely, for, of, or in any ſuch part or parcel of the premiſſes, as by the ſaid A.B. ſhall be thought meet and convenient, and by the ſaid Writing, indented, and inrolled, ſhall be expreſſed, limitted, and appointed, and not otherwiſe. And thereof by the ſaid Writing indented ſo to be inrolled of new, to declare, limit, or appoint any ſuch new or other Uſe or Uſes, Eſtate or Eſtates, as to the ſaid A. B. and the ſaid C. D. ſhall be thought meet and convenient, and by the Writing indented ſhall be expreſſed and declared, and none otherwiſe. Any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding; and that immediately from and after ſuch new Declaration, limitation, and appointing of any new or other Uſe or Uſes, Eſtate or Eſtates, of or in any part or parcel of the premiſſes by Writing indented, ſealed and inrolled, as aforeſaid, then the Uſe or Uſes, Eſtate or Eſtates of ſuch, and ſo much only of the premiſſes whereof any ſuch new Delaration, limitation, or appointing, ſhall be ſo had and made. And the ſaid A. B. his Heirs and Aſſigns, and all other perſon and perſons, their Heirs and Aſſigns, which at any time hereafter ſhall ſtand and be ſeized of, or in ſuch and ſo much of the premiſſes, whereof any ſuch new Declaration, limitting and appointing, ſhall be ſo had and made, ſhall ſtand and be ſeized thereof to the uſe of ſuch perſon or perſons, and to ſuch uſe, conditions,

tions, and intents onely as ſhall be mentioned and expreſſed in the ſaid Writing indented and inrolled, and to none other uſe, intent, or purpoſe; any thing abovementioned to the contrary thereof in any wiſe notwithſtanding.

Or thus briefly: Provided that if the ſaid A.B. ſhall at any time or times hereafter by any Writing or Wrings in his life-time ſealed with his Seal, and ſubſcribed with his Name, and by him publiſhed in the preſence of two or more credible Witneſſes, expreſs and declare, that all or any of the ſaid Uſes, limitted to the Heirs of his own body, or to the ſaid R. D. or his Heirs, as to all or any of the ſaid premiſſes, ſhall ſtand, or be changed, altered, revoked, or determined; that then and from thenceforth the ſame Uſes, and every or any of them, as to all and every or any of the ſaid Premiſſes with their appurtenances, according to ſuch expreſſion or declaration of the intent and meaning of the ſaid A. B. and in ſuch manner as he ſhall ſo expreſs and declare, ſhall ceaſe, or ſhall ſtand changed, altered, revoked, or determined accordingly; any thing in theſe preſents before contained to the contrary in any wiſe notwithſtanding.

Or thus: Provided that if the ſaid A.B. ſhall be minded or diſpoſed to have again the ſaid Mannours, or any part of them to him, and his Heirs, or to alter, change, or make void the ſaid Feoffment, or any uſe of the ſaid Mannours, or any Eſtate that ſhould grow, or ſhall be executed by reaſon of any uſe or uſes in any of the ſaid Mannours; or if he ſhall be minded to give, or diſpoſe the ſaid Mannours, or any part of

of them, in any other manner than they are before limitted, and hereupon the ſaid A.B. by his Writing, ſealed with his Seal, and ſigned with his Hand, ſhall notifie and ſignifie his Will and Pleaſure to the ſaid C. D. his, *&c.* That then after ſuch notice in ſuch a Writing, as before, ſuch and ſo many of the Mannours, whereof he ſhall make ſuch notice or ſignification in ſuch Writing, ſhall be altogether revoked and made void, and it ſhall be to the uſe of the ſaid A.B. and his Heirs, and ſhall ſtand and be ſeized thereof, to the uſe of him and his Heirs. The Leaſes made in form aforeſaid, always excepted and foreprized; any thing herein to the contrary in any wiſe notwithſtanding.

This Indenture made, *&c.* between A.B. of, *&c.* on the one part, and C. D. of, *&c.* on the other part. Then recite the deed of Uſes, or ſo much thereof as concerneth the raiſing of the Uſes or Eſtates, and the power reſerved to make them void or alter them. And then ſay, And whereas the ſaid A.B. at the time of the making of the ſaid Indenture in theſe preſents above-recited, was ſeized of an Eſtate of Inheritance amongſt other the Lands, Tenements, Hereditaments aboveſaid, of and in one Cloſe, *&c.* whereupon, and for and in conſideration, that the ſaid A.B. is indebted to divers perſons in the ſum of Five hundred pounds or thereabouts: and to the end that he the ſaid A. B. may have full power to ſell or alien ſome part of the premiſſes for the payment of his ſaid Debts; it is now covenanted, granted, concluded, and agreed upon, between the ſaid A. B. and C. D. And the

ſaid

ſaid A. B. and C. D. do each of them, for him and his Heirs, covenant and agree with the other and his Heirs, by theſe preſents, That from and after the time of the inrolment of this Deed in his Majeſties High Court of *Chancery*, that all and every the ſaid Uſe and Uſes, conſiderations and intents limitted, declared, and mentioned in the aboveſaid Indenture in theſe preſents above comprized, and to and as concerning onely all and ſingular the ſeveral parcels of the premiſſes before particularly mentioned, ſhall be utterly void, fruſtrate, and be determined and ended; and that the ſaid A.B. and his Heirs, and all and every other perſon and perſons, which now ſtand and be ſeized, or at any time hereafter ſhall ſtand and be ſeized of and in the ſaid ſeveral parcels particularly abovementioned with the Appurtenances, ſhall from the time of the inrolment of theſe Preſents, ſtand and be of all and every the ſaid particular parcels abovementioned onely with their Appurtenances ſeized to the onely uſe of the ſaid A.B. his Heirs, and Aſſigns for ever, and to none other uſe, intent, or purpoſe. In witneſs, *&c.*

SECT. 7.

That a Fine and Recovery ſhall be had, and to what Uſes.

This Indenture made the day of, *&c.* between R. D. of, *&c.* and I his Wife, of the firſt part, Sir H. L. of, *&c.* Knight, and E. L. one of the Daughters of the ſaid Sir H. of the ſecond part, and I. D. Eſq; Son and Heir apparent of the aforeſaid R. D. R. N. of, *&c.* M. D. of, *&c.* E. N. the

the elder, and F. B. of, &c. of the third part; Witneſſeth, that it is fully covenanted, granted, concluded, and agreed, by and between the ſaid parties. to theſe preſents, and they the ſaid R. D. and I. his Wife, as well for the natural love and affection, which they have and bear unto the ſaid I. D. their Son, as alſo for and in conſideration of a Marriage, to be had and ſolemnized between the ſaid I. D. and the ſaid E. L. and for the ſettling of the Lordſhips, Mannors, Lands, Tenements, and Hereditaments hereafter mentioned, in ſuch ſort, as is herein afterward ſpecified; and for the better maintenance and ſupport of the preſent Eſtate of them the ſaid I. D. and E. L. after their ſaid Marriage, and to the end that competent and convenient Joyntures may be had and made unto the ſaid I. D. and E. L. reſpectively, during their reſpective lives, in lieu and recompence of all ſuch Dowers, and titles of Dowers, as they, or either of them, ſhall or may have, claim, or challenge to have of, in, or to any the Lordſhips, Mannors, Lands, Tenements, and Hereditaments, of them the ſaid R. D. and I. D. or either of them reſpectively; and alſo for and in conſideration of the ſum of Fifteen hundred pounds of, &c. by the ſaid Sir H. L. unto the ſaid R. D. in hand paid for the Marriage-portion of the ſaid E. L. whereof the ſaid R. D. acknowledgeth the Receipt, and thereof, and of every part and parcel thereof, doth clearly and abſolutely acquit, exonerate, and diſcharge the ſaid Sir H. L. his, &c. and every of them for ever, by theſe preſents; as alſo for other good cauſes and conſiderations, them

them the ſaid R. D. and I. his Wife, thereunto moving, have covenanted, granted, concluded, and agreed, and by theſe preſents, for themſelves, their, &c. and every of them, do covenant, grant conclude, and agree, to and with the ſaid Sir H.L. E.L. I.D. R.N. and M.D. and every of them, their and every of their Heirs, Executors, &c. and every of them, that they the ſaid R.D. and I. his Wife, and the Heirs of the ſaid R.D. ſhall and will before the Feaſt of, &c. next enſuing the date hereof, at the coſts and charges in the Law of him the ſaid R. D. his Heirs, or Aſſigns, by Fine or Fines, in due form of Law to be levyed and purſued with Proclamations according to the Statute in ſuch caſe provided; and by ſuch name or names, numbers and quantities of Lands, and in ſuch manner and form as by the ſaid Sir H.L. E.L. I.D. R.N. and M.D. or any of them, their, or any of their Heirs, or by their, or any of their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed, and required, convey and aſſure, unto them the ſaid R. N. and M. D. and their Heirs, or to them, and the Heirs of one of them, all that the Lordſhips or Mannors of P. and T. in the County of W. with all the Rights, Members, and Appurtenances thereof, and all other the Lands, Tenements, and Hereditaments whatſoever, of him the ſaid R. D. ſituate lying and being within the Pariſh of P. in the County aforeſaid. And alſo all thoſe Lands and Grounds, &c. and all other the Lands, Tenements, and Hereditaments of him the ſaid R.D. ſituate, lying and being within the ſaid Pariſhes

of

of B.C. and D. aforesaid, with their and every of their Appurtenances; which said Fine and Fines so to be levyed, and the full force, benefit and effect of them, and every of them, shall be adjudged, deemed, and taken to be and enure; and the Cognisee, in the said Fine or Fines to be named, and their Heirs, and every of them, shall and will stand and be seized of and in the said Mannors, Lands, and other the Premisses, to the use of the said R. N. and M. D. and their Heirs, to the onely intent and purpose, that the said R. N. and M. D. shall stand and be adjudged perfect Tenents of the Free-hold of the said Mannors, Lands, and other the Premisses, and of every part and parcel thereof, until a perfect Recovery may be lawfully had and executed of the said Mannors, Lands, and other the Premisses, against the said R. N. and M. D. And it is further hereby granted, concluded, and agreed by and between all and singular the parties to these presents. And the said R. D. doth further by these presents, for himself, and his, &c. and every of them, covenant, grant, conclude, and agree, to and with the said Sir H. L. E. L. I. D. R. N. M. D. E. N. and F. B. and every of them, their, and every of their Heirs, &c. and every of them, That the said E. N. and F. B. shall and may before the Feast of, &c. at the costs and charges in Law of him the said R. D. his Heirs, or Assigns, commence and prosecute one Writ, or several Writs of Entry, disseisin in the Post, after the manner and course of common Recoveries, against the said R. N. and M. D. whereby they the said E. N. and F. B. shall

ſhall demand againſt them the ſaid R. N. and M. D. the ſaid Mannors, Lands, and other the premiſſes, and every part and parcel thereof, by any name or names whatſoever, unto which the ſaid Writ or Writs, the ſaid R.N. and M.D. ſhall appear in proper perſon, or by their Attorney or Attorneys, lawfully and ſufficiently authorized, and ſhall vouch to warrantie the ſaid R.D. and that the ſaid R. D. ſhall appear upon the ſame Voucher in proper perſon, or by his Attorney or Attorneys, lawfully and ſufficiently authorized, and ſhall vouch to warrantie the common Vouchee; and that the common Vouchee ſhall appear and imparl, and afterwards make default whereby a perfect Judgement may be had and given for the demandants in the ſame Writ or Writs againſt the ſaid R. N. and M. D. for the recovery of the ſaid Mannors, Lands, and other the premiſſes; and likewiſe for the ſaid R.N. and M. D. to recover in value againſt the ſaid R. D. after the manner and courſe of common Recoveries for aſſurances of Lands in ſuch caſe uſed. And it is further hereby granted, covenanted, concluded, and agreed, by and between all and ſingular the parties to theſe preſents, their Heirs and Aſſigns, that the ſaid Recovery, and their Heirs ſhall from and immediately, after the knowledging and perfecting of the ſaid Recovery or recoveries, ſtand and be ſeized of the ſaid Mannors, Lands, and other the premiſſes, and of every part, and parcel thereof; and that the ſame Recovery or Recoveries, Judgement or Judgements, and every thing and matter thereupon exceeding, ſhall

then, & from thenceforth be deemed, had, taken, and enure to the ſeveral uſes, intents, and purpoſes, herein afterwards particularly mentioned, expreſſed, and declared, and to no other uſe, intent, or purpoſe, that is to ſay, of, for, and concerning the aforeſaid Lordſhip or Mannor of P. with its Rights, Members and Appurtenances, and all other the Lands, Tenements, and Hereditaments of him the ſaid R. D. within the aforeſaid Pariſh of P. and all the aforeſaid Lands and Grounds, called F. to the uſe and intent, that the aforeſaid I. D. and his Aſſigns, ſhall and may yearly, and every year, for and during the life of the aforeſaid R. D. if he the ſaid I. D. ſhall ſo long live, have and perceive an yearly Rent-charge of Two hundred pounds of, &c. and to be iſſuing and going out of the ſaid Mannor of P. and other the laſt mentioned premiſſes, the ſame to be paid at two Feaſts or Terms of the year, that is to ſay, at, &c. by equal Portions, the firſt payment thereof to begin and to be made at the Feaſt of, &c. next enſuing, and not before; And the ſaid R. D. doth for himſelf, his, &c. grant and agree to and with the ſaid I. D. and his Aſſigns, that if it ſhall happen the ſaid yearly Rent-charge of Two hundred pounds, or any part thereof, to be behind and unpaid, in part, or in all, at any Feaſt of the Feaſts aforeſaid, in which the ſame ought to be paid as aforeſaid, that then and ſo often, and at all times from thenceforth, it ſhall and may be lawful to and for the ſaid I. D. and his Aſſigns, and every of them, into the ſaid Mannor of P. and other the ſaid laſt mentioned pre-

premiſſes, and into every or any part or parcel thereof, to enter, and for the ſaid Rent-charge ſo behind and unpaid to diſtrain, and the diſtreſs and diſtreſſes ſo there from time to time to be had and taken, to lead, drive, take, carry away, impark and impound, and in Pound to detain and keep until the ſaid Rent-charge (ſo behind and unpaid, as aforeſaid) and every part thereof ſhall be unto the ſaid I. D. and his Aſſigns, well and truly ſatisfied and paid. And of, for, and concerning the Free-hold and Inheritance of the ſaid Mannor of P. and other the ſaid laſt mentioned premiſſes themſelves (charged or chargeable with the Rent-charge as aforeſaid) to the uſe and behoof of the ſaid R. D. for and during the term of his natural life, if he the ſaid I. D. ſhall ſo long live: and immediatetly from and after the determination of the laſt mentioned Uſe and Eſtate, then to the uſe and behoof of the aforeſaid E. L. for and during the term of her natural life, for her Joynture, and in lieu and ſatisfaction of her Dower: and from and after her deceaſe, in caſe ſhe ſhall die living the ſaid R. D. then to the uſe of the ſaid R. D. for and during the term of his natural life; and from and after the deceaſe of the ſaid R. D. to the uſe and behoof of the ſaid I. D. his Heirs and Aſſigns for ever. And of, for, and concerning ſo much of the premiſſes as are before mentioned to lie within the aforeſaid Pariſhes of B. C. and R. and the Burrough of D. aforeſaid, or within any of them (except the aforeſaid Lands and Grounds called F.) to the uſe and behoof of the ſaid R. D. for and during the term of his

natural life, without impeachment of waste, and from and after his deceaſe, to the uſe of the aforeſaid I. D. for and during the term of her natural life, for her Joynture, and in lieu and ſatisfaction of her Dower; and from and after her deceaſe, to the uſe and behoof of the ſaid I. D. his Heirs and Aſſigns for ever; and for and concerning the aforeſaid Mannor of Y. and ſo much of the premiſſes, as are before mentioned to lie in C. B. P. M. W. &c. or any of them, to the uſe and behoof of the ſaid R. D. his Heirs and Aſſigns for ever. Provided always, and it is the true intent and meaning of theſe preſents, and of the Parties to the ſame, and accordingly by and between them all agreed, covenanted and granted, That it ſhall and may be lawful to and for the ſaid R. D. from time to time, and at all times, during the natural life of him the ſaid R. D. by his Writing or Writings indented, under his Hand and Seal, to make any Leaſe or Leaſes in Pion for one and twenty years, or under, or for one, two, or three lives, or for any number of years determinable, upon one, two or three lives, of any of the Lands or Tenements herein before limited, to or for the Joynture of the ſaid I. D. which are now in leaſe.

Power to make Leaſes.

And further, That it ſhall and may be lawful to and for the ſaid R. D. as well from time to time, and at all times hereafter during the joynt lives of him the ſaid R. D. and of I. D. aforementioned; as alſo from time to time, and at all times hereafter, during the ſaid R. D. his own life, in caſe the ſaid R. D. ſhall happen to ſur-

vive

vive the said E. L. to grant any of the Copyhold-Lands, and parcel of the said Mannor of P. by copy of Court-roll, according to the custome of the said Mannor; and by his Writing or Writings indented under his Hand and Seal, to make any Lease or Leases in possession of one and twenty years, or under, or for one, two, or three lives, or for any number of years determinable, upon one, two, or three lives of any of the Lands, parcel of the said Mannor, and now in Lease; so as upon all, and every the said Leases and Grants so to be made, as aforesaid, by force of this proviso, the old and accustomed yearly Rents, or more be reserved, and be and do continue yearly due and payable, during the continuance of the said Leases and Grants to such person or persons for the time being, to whom the next and immediate Reversion or Remainder of the same, by the true intent and meaning of these presents, shall of right belong or appertain; and for the better assurance, and sure making of all and every the same Lease and Leases, Grant or Grants to be had or made, according to the true intent and meaning of these presents, it is further covenanted, granted, concluded, and agreed by and between the parties to these presents, That the said Recovery and Recoveries to be had and suffered, as aforesaid, shall be, and shall be adjudged, and taken to be, and they the said E.N. and F.B. and their Heirs, shall stand and be seized of and in the premisses so to be leased or granted, as is aforesaid; and every part thereof, as for and concerning onely so much of all and every

the ſame Lands and Tenements, as ſo ſhall happen to be leaſed or granted, as is aforeſaid, to the onely uſe and behoof of all and every ſuch perſon and perſons to whom any ſuch Leaſe or Leaſes, Grant or Grants, ſhall be ſo made, their Executors, Adminiſtrators, and Aſſigns, and every of them, in all things according to the true intent and meaning of the ſame: and from and after the ſeveral expirations of the ſame Leaſes and Grants ſo to be had or made, and as they ſhall ſeverally determine, then to ſuch further uſes, purpoſes, and intents as have been before in theſe preſents expreſſed and declared; and as by the true intent and meaning of theſe preſents, they ſhould or ought to have done, if no ſuch Leaſe or Leaſes had been thereof had nor made, any matter or thing to the contrary thereof in any wiſe notwithſtanding. And the ſaid R. D. doth by theſe preſents, for him, his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, covenant and grant to and with the ſaid Sir H. L. his, *&c.* and every of them, in manner and form following; that is to ſay, That all and ſingular the Mannors, Lands, Tenements, and Hereditaments herein before mentioned (other than ſuch as are herein before limitted to the uſe of the ſaid R. D. and his Heirs) now are, and ſo at all times from henceforth ſhall or may remain, or continue to the uſes, intents, and purpoſes herein before (as concerning the ſame) mentioned and declared, free and clear, and abſolutely acquitted, exonerated, and diſcharged, or otherwiſe from time to time, and at all times hereafter, well and ſufficiently ſaved,

ſaved, defended and kept harmleſs and indamnified of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Feoffments, Intails, Leaſes, Wills, Joyntures and Dowers, Mortgages, Aſſignments, Limitation of future Uſe or Uſes, Rents, Arrearages of Rents, Annuities, Conditions, Statutes Merchant, and of the Staple, Recognizances, Bonds, Penalties, Debts and Accounts to the Kings Majeſty, Judgments, Executions, Extents, Forfeitures, Iſſues, Amerciaments, Fines, Poſt-fines, Fees, Intruſions, Liveries, Caſter-lemains, Licenſe of Alienation, Seizures, and Cauſes of Seizures, Extreats, and of and from all and all manner of other Rights, Titles, Troubles, Charges and Incumbrance whatſoever be had, made, committed, or done, or wittingly or willingly ſuffered, or to be had, made, committed, or done, or wittingly or willingly ſuffered to be done by the ſaid R.D. or by any other perſon or perſons lawfully claiming from, by, or under him, or by his means, aſſent, conſent, or procurement (the chief Rents and Services to become due and payable for the ſame to the chief Lord or Lords, of the Fee or Fees thereof, and all Leaſes heretofore made, or at any time or times during the life of the ſaid R. D. hereafter to be made accordingly to the aforeſaid Proviſo, for one and twenty years, or under, or for one, two, or three lives, or for any number of years determinable upon one, two, or three lives of any of the Lands and Tenements here before limitted, to, or for the Joyntures of the aforeſaid I. D. and now in Leaſe, and all Leaſes heretofore made,

or at any time or times, as well during the Joyntures of the ſaid R. D. and I. D. as alſo during the ſaid R.D. his own life, in caſe the ſaid R.D. ſhall happen to ſurvive the ſaid E. L. hereafter to be made according to the ſaid Proviſo for one and twenty years, or under, or for one, two or three lives, or for any number of years determinable upon one, two, or three lives, of any of the Lands, parcel of the ſaid Mannor of P. and now in Leaſe, and all Grants by Copy of Court-roll heretofore made; or at any time or times, as well during the Joynt-lives of the ſaid R.D. and I.D. as alſo during the ſaid R.D. his own life, in caſe he the ſaid R. D. ſhall happen to ſurvive the ſaid E. L. hereafter to be made according to the ſaid Proviſo of any of the Copy-hold, Tenements, parcel of the ſaid Mannor according to the cuſtome of the ſaid Mannor, upon all and every which ſaid Leaſes and Grants, the old accuſtomed yearly Rents or more, are and ſhall be reſerved, and ſhall be and continue yearly due and payable, during the continuance of the ſaid Leaſes and Grants to ſuch perſon or perſons for the time being, to whom the next or immediate Reverſion or Remainder of the ſame, by the true intent and meaning of theſe preſents, ſhall of right belong or appertain, excepted and fore-priſed. In witneſs, &c.

This Indenture made, &c. Between A. B. of, &c. and E. his Wife, of the one part, and C. D. of, &c. and E. F. of, &c. of the other part, Witneſſeth, That it is covenanted, concluded, condeſcended, declared, and fully agreed betwixt the ſaid parties, and either of the ſaid parties for him,

him, and his and their Heirs, Executors, and Adminiſtrators, doth conclude, condeſcend, declare, and agree by theſe preſents, to and with the other, his and their Heirs, Executors, and Adminiſtrators, in manner and form following: (that is to ſay) That whereas in *Hillary*-Term laſt, one Fine upon acknowledgement of right in due form of Law was had and levied before his Majeſties Juſtices in the Court of Common-pleas at *Weſtminſter*, with Proclamations according to the form of the Statute in that caſe provided, between the ſaid C.D. Plaintiff, and A. B. and E. his Wife, deforceants of one Meſſuage, *&c.* in, *&c.* By the name of, *&c.* as by the Records thereof may appear; That the intent and true meaning of all the ſaid parties to the ſame Fine, now is, and at the time the ſame Fine ſo had and levied, was, that the ſame ſhould be and enure. And that the ſaid C. D. Conuſee in and by the ſaid Fine, and his Heirs immediately from and after the ſaid Fine ſo had, levied, and executed, ſhould and ſhall ſtand and be ſeized of the ſaid Meſſuage, *&c.* and of all other the Lands, Tenements, and Hereditaments in the ſaid Fine meant and intented to be compriſed, to the uſe of the ſaid A. B. and his Heirs and Aſſigns onely, and to none other uſe, intent, or purpoſe. In witneſs, *&c.*

This Indenture, *&c.* Between A.B. of, *&c.* of the one part, and C. D. of, *&c.* of the other part, Witneſſeth, That it is covenanted, *&c.* That the ſaid A.B. and E. his Wife, before the end of this inſtant Term of St. *Michael*, upon one Writ of Covenant to be purſued by the ſaid

ſaid C. D. out of the high Court of *Chancery*, and returnable before his Majeſties Juſtices of the Common-ple[illegible]at *Weſtminſter*, ſhall knowledge and levie a Fine of all the Mannors of S. D. and M. in the Pariſhes of D. and S. in the County of G. and of all the Lands, Tenements, Meadows, Marſhes, Paſtures, Feedings, Woods, Under-woods, Rents, and Services, to any or either of the ſame Mannors belonging or appertaining, by the name or names of 20 Meſſuages, 150 acres of Land, 160 acres of Meadow, 500 acres of Paſture, and 50 *l.* rent, and Common of Paſture for all manner of Beaſts, with the Appurtenances in Dale and Sale. And nevertheleſs it is covenanted, granted, and agreed between the ſaid A. B. and E, and C. D. their Heirs, Executors and Aſſigns by theſe preſents. And the ſaid A. B. and E. his Wife, do for them, their Heirs, *&c.* to and with the ſaid C. D. in manner following, That the ſaid Fine, and the Uſe and Execution thereof, as to the Mannor of S. with the Appurtenances, and one Meſſuage, *&c.* ſhall be to the uſe of, *&c.* And that the ſaid Fine, and the Uſe and Execution thereof, as to the Mannor of D, with the Appurtenances, to the uſe of, *&c.* And as to and for the Mannor of M. with the Appurtenances, and all other Lands, Tenements, and Hereditaments, the uſe whereof in the aboveſaid Fine in form aboveſaid, to be levied and acknowledged by this Indenture not limitted or appointed to the uſe, *&c.* In witneſs, *&c.*

This Indenture (as in the laſt) to the uſes following, that is to ſay, to the uſe, intent and pur-

purpoſe that the ſaid A.B. and his Aſſigns, ſhall have, perceive, and take from time to time, during his life, one yearly rent of Fifty pounds of lawful, &c. to be iſſuing and going out of all and ſingular the ſaid premiſſes, and to be paid at four ſeveral Feaſts in the year (*viz.*) the Feaſts of, &c. by equal portions. The firſt payment to be, &c. And that if, and as oft, as the ſaid yearly Rent ſhall happen to be behinde, &c. (as in other caſes) and as touching and concerning the ſaid Mannor and Land charged with the ſaid Rent as aforeſaid (ſaving, reſerving and preſerving the ſaid yearly Rent of Fifty pounds unto the ſaid A. and his Aſſigns, according to the Eſtate to him thereof limitted, and ſaving, reſerving, and preſerving remedy for him and his Aſſigns by *nomine pœnæ*, diſtreſs, and otherwiſe) to the onely uſe and behoof of the ſaid C. D. and his Heirs and Aſſigns, until default of payment of the ſaid yearly Rent, by the ſpace of ſuch three months as are herein after mentioned, and being lawfully demanded at the Tolſy aforeſaid. Provided always, and it is further agreed between all the ſaid parties, That if it ſhall happen the ſaid yearly Rent to be behinde, or unpaid in part, or in all, &c. by the ſpace of, &c. the ſame being lawfully demanded at the Tolſy, &c. That then the ſaid Fine, and every other aſſurance to be had or paſſed of all or any of the ſaid premiſſes, ſhall be and enure to the uſe of the ſaid A. B. his Heirs and Aſſigns for ever, and to none other uſe, intent, or purpoſe. In witneſs, &c.

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Provided always, and it is fully concluded, meant, or agreed by and between the ſaid parties to theſe preſents, and their Heirs, that if the ſaid A. B. at any time hereafter during his life, ſhall be minded upon whatſoever cauſe or occaſion ſeeming meet or convenient to him to adnul, make void, alter, or change the Uſe or Uſes, Eſtate or Eſtates, or any of them, limitted, raiſed, imployed, intended, or made by theſe preſents, touching all the ſaid Mannors and Premiſſes contained in theſe preſents, or elſe touching ſome part, or any part thereof onely. And thereupon by any Writing ſubſcribed with his Name, and ſealed with his Seal, in the preſence of two or more Witneſſes, and delivered to the ſaid C.D. or his Heirs, or by his Writing under his Seal, and in any of his Majeſties Courts of Record at *Weſtminſter* to be inrolled, do and ſhall ſignifie, and declare, That his intent and pleaſure is, to revoke and make void the Uſes, Intents and Eſtates, or any of them, limitted and appointed in or by theſe preſents, touching the ſaid whole Premiſſes, or touching ſome or any part thereof, that then and from thenceforth all the Uſes, Behoofs, Intents, and Eſtates made, limitted, and appointed in or by theſe preſents, ſhall be utterly void, and of none effect touching all ſuch part and ſo much of the ſaid premiſſes in and concerning which the ſaid A. B. ſhall ſo ſignifie and declare, that his will and pleaſure is, That the Uſes, Behoofs, or Eſtates aforeſaid, or any of them, ſhall be void, or of none effect. And that then the ſaid parties, and every, any, or either of them, and all

and

and every other perſon or perſons that now ſtand, or be ſeized, of all and ſingular the ſaid Mannors and Premiſſes, or of, or in any part thereof, ſhall from thenceforth ſtand and be ſeized of all and ſingular the ſaid Mannors and Premiſſes in which the ſaid A.B. ſhall ſo ſignifie and declare, That the Uſes, Behoofs, or Eſtates aforeſaid, or any of them, ſhall be void, or of none effect, or of ſuch part thereof, in which the ſaid A. B. ſhall ſo ſignifie and declare, That the Uſes and Eſtates aforeſaid, or any of them, ſhall be void, and of none effect, to the uſe of the ſaid A. B. his Heirs and Aſſignes for ever; any thing herein aforeſaid to the contrary hereof, notwithſtanding.

This Indenture made, *&c.* Between A. B. of, *&c.* on the one part, and C. D. of, *&c.* on the other part. Then recite the deed of Uſes, or ſo much thereof as concerneth the raiſing of the Uſes or Eſtates, and the power reſerved to make them void or alter them. And then ſay, And whereas the ſaid A. B. at the time of the making of the ſaid Indenture in theſe preſents above-recited, was ſeized of an Eſtate of Inheritance amongſt other the Lands, Tenements, Hereditaments aboveſaid, of and in one Cloſe, *&c.* whereupon, and for and in conſideration, that the ſaid A. B. is indebted to divers perſons in the ſum of Five hundred pounds or thereabouts: and to the end that he the ſaid A. B. may have full power to ſell or alien ſome part of the Premiſſes for the payment of his ſaid Debts; it is now covenanted, granted, concluded, and agreed upon, between the

the ſaid A.B. and C.D. And the ſaid A. B. and C. D. do each of them, for him, and his Heirs, covenant and agree with the other and his Heirs, by theſe preſents, That from and after the time of the inrolment of this Deed in his Majeſty's High Court of *Chancery*, that all and every the ſaid uſe and uſes, conſiderations and intents limitted, declared, and mentioned in the aboveſaid Indenture in theſe preſents above comprized; and to and as concerning onely all and ſingular the ſeveral parcels of the premiſſes before particularly mentioned, ſhall be utterly void, fruſtrate, and be determined and ended; and that the ſaid A.B. and his Heirs, and all and every other perſon and perſons, which now ſtand and be ſeized, or at any time hereafter ſhall ſtand and be ſeized, of and in the ſaid ſeveral parcels particularly abovementioned, with the Appurtenances, ſhall from the time of the inrolment of theſe preſents, ſtand and be of all and every the ſaid particular parcels abovementioned onely with their Appurtenances, ſeized to the onely uſe of the ſaid A. B. his Heirs, and Aſſigns for ever, and to none other uſe, intent, or purpoſe. In witneſs, *&c.*

This Indenture tripartite; Between A. and E. his Wife, of the firſt part, B. of the ſecond part, and C. of the third part, and E. of the fourth part, Witneſſeth, That whereas the ſaid A. and E. his Wife, by their Indenture, bearing date, *&c.* for the conſideration therein mentioned, did grant, *&c.* unto the ſaid B. his Heirs and Aſſigns, all that Meſſuage, *&c.* to be had and holden to the ſaid B. his Heirs and Aſſigns,

to

to the onely uſe and behoof of the ſaid B. his Heirs and Aſſigns for ever, as by the ſame Indenture (amongſt other things) may more at large appear. And whereas the ſaid A. and E. his Wife, by their other Indenture, bearing date, &c. for the, &c. did grant, &c. to the ſaid C. &c. (as in the laſt.) Now this Indenture witneſſeth, That for the ſeveral conſiderations in the ſaid ſeveral Indentures mentioned, and for and in part of performance of part of the ſeveral Covenants therein ſeverally contained; it is mutually covenanted, granted, concluded, and agreed by and between all and every the ſaid parties to theſe preſents, and their Heirs, That the ſaid A. and E. his Wife, at the indifferent and reaſonable coſts and charges in the Law of the ſaid B. C. and D. or one of them, before the twentieth day of, &c. now next coming, ſhall and will acknowledge and levie one Fine, with Proclamations according to the Statutes in that behalf made and provided, after the common and uſual courſe of Fines in ſuch caſes uſed, unto the ſaid B. and his Heirs, of all the ſaid Meſſuages, Lands, Meadows, and Paſtures, in and by the ſaid recited Indentures mentioned to be ſeverally and reſpectively conveyed, aſſured to the ſaid B. C. and D. as aforeſaid, by the name or names of one Meſſuage, one Garden, one Orchard, fifteen acres of Land, forty acres of Paſture, with the Appurtenances in W. which ſaid Fine ſo to that effect to be acknowledged and levied, ſhall be and enure, and ſhall be taken, conſtrued, expounded, and adjudged to be and enure. And the ſaid E. Conuſee, in and by

by the said Fine to be named, and his heirs at the time of levying and acknowledging thereof, and ever afterwards shall stand and be seized of all the said Messuage, Lands, Meadows, Pastures, and Hereditaments with the appurtenances in the said several recited Indentures mentioned and contained to the several uses, purposes, and behoofs therein severally and respectively specified, limited and declared, according to the purport, true intent and meaning of the said recited Indentures, and to and for none other Lands, Tenements and Hereditaments, than in the said recited Indentures are mentioned and contained; and to or for none other uses, intents or purposes whatsoever, but in confirmation and corroboration of the said assurances formerly made, and estates thereby intended to be made, In witness, &c.

This Indenture, &c. between A. of the first, and B. of the second; C. of the third, and D. of the fourth part: Whereas the said A. is seised of his demeasn as of fee of and in one piece of Land, &c. which he the said A. lately purchased of one T. C. and whereas the said B. is seised of his demeasn, of and in one messuage with a craft, &c. which the said B. lately purchas'd of T. G. and whereas the said C. is likewise seised in his demeasn as of Fee of, and of and in one piece of Meadow, which he hath purchased of one I. D. as by the several Deeds of purchase may appear. And they the said A. B. and C, being of the said premisses so severally seised, as aforesaid. Now these presents do witness, that it is fully covenanted, &c. that

that they the ſaid A. B. and C. ſhall on this ſide the Feaſt of, &c. next after, &c. in due form of Law, levy and acknowledge a Fine *ſur cogniſance de droit come ceo*, &c. with Proclamations according to the Statute in that caſe made and provided, before the Kings Majeſties Juſtices, &c. to the ſaid D. and his heirs of all and ſingular the ſaid premiſſes by the name of, &c. with the appurtenances in D. and S. in the County of G. And that the ſaid Fine ſo to be levyed, ſhall be and enure, and ſhall be deemed, conſtrued and taken to be and enure: and the ſaid D. and his Heirs, ſhall by virtue thereof, ſtand and be ſeiſed of and in all and ſingular the ſaid premiſſes, with the appurtenances, to the ſeveral uſes and purpoſes, and in manner and form following; that is to ſay, of and in the aforeſaid parcel of Land, &c. mentioned to lye in the Fields, &c. to the onely uſe and behoof of the ſaid A. and his Heirs. And ſo for the reſt likewiſe to B. and C. In witneſs, &c.

This Indenture tripartite made, &c. between A. of the firſt part, and B. of, &c. of the ſecond part, and C. of the third part. Whereas Actions, Controverſies, Suits and Demands have been heretofore had and moved between the ſaid A. and the ſaid B. their Farmours and Tenants reſpectively, for, touching and concerning the Inheritance, and Fee-ſimple of the Lands, Rents, Tenements, and Grounds hereafter mentioned, whether the ſame did or ſhould belong to the ſaid A. as parcel of the Mannor of W. or to the ſaid B. as parcel of the Mannor of C. in the ſaid County of G. that is to ſay,

a parcel or Close of Meadow-ground, called or known by the name of *Matrevers* Mead, containing by estimation four Acres, and of a Rent of two Shillings and two Pence *per Annum*, due and payable by I. D, which Rent hath been heretofore used to be paid as a chief-Rent, or Rent-service, parcel of, or belonging to the Mannor of W. in the said County of G. And of, &c. all which premisses are situate, lying and being in or neer W. or A. in the said County of G. and in the Parishes, Townships, Villages, Hamlets, or Fields of K. M. R. W. and A. or some, or one of them, in the said County of G. Now this Indenture witnesseth, that for the appeasing and final ending of all and singular the said Suits, Controversies, Claims and Debates concerning the said premisses, it is covenanted, condescended and agreed by, and between the said Parties to these presents, That one Fine *Sur conusans de droit cum ceo*, &c. shall before the Feast of, &c. be had, acknowledged, levyed, and suffered, and passed in due and usual Course and Form of Law between the said C. Plaintiff, and A. and B. Defendants, of, and concerning all and singular the said Mill, Lands, Tenements, and Hereditaments, & Premisses, by the name or names of &c. with the Appurtenances in W. M. and A. in the said County of G. by which Fine the said A. and B. shall acknowledge the said Tenements, Rents and Premisses to be the right of the said C. which the said C. hath of the gift of the said A. and B. and the same shall remise and quit claim from themselves, the said A. and B.

and

and their Heirs, unto the ſaid C. and his Heirs for ever, with ſeveral warranties of uſual form to be contained in the ſaid Fine, by and againſt the ſaid A. and B. and their Heirs ſeverally; and the ſaid Fine ſhall be proclaimed in due form of Law, and according to the Statute in that behalf; and the ſame Fine ſhall be and enure, and ſhall be deemed, taken, conſtrued and expounded to be and enure; and the ſaid C. conuſee in and by the ſaid Fine, or any other like Fine or Aſſurance; and their and every of their Heirs and Aſſigns, ſhall thereby ſtand and be ſeized to and for the uſes, intents, and purpoſes hereafter following, and to and for no other uſes, intents, or purpoſes; that is to ſay, of, for and concerning the ſaid Meadow-ground, called or known by the name of, *&c.* and the ſaid Ground, *&c.* and the ſaid Rent of two Shillings and two Pence to and for the uſe and behalf of the ſaid A. and of his Heirs and Aſſignes for ever; and of, for and concerning the ſaid Cloſe, or parcel of, *&c.* to and for the uſe and behalf of the ſaid B. and of his Heirs and Aſſigns for ever. In Witneſs, *&c.*

This Indenture, *&c.* Between A. of the one part, and B. of the other part: Whereas the ſaid B. hath this preſent Term of St. *Hillary* recovered to him and his Heirs for ever, by a Writ of Entry upon a diſſeiſin in the poſt had and proſecuted againſt the ſaid A. before Sir A. B. *&c.* one of the Juſtices of the Kings Majeſties Court of Common-Pleas at *Weſtminſter*, according to the uſual Order and Form of Common Recoveries heretofore uſed, the Mannor of S.

with the Appurtenances, and divers other Lands, Tenements and Hereditaments ſcituate, lying and being in the Towns, Pariſhes, Hamlet, and Fields of S. T. W. and S. in the County of G. at the time of the ſaid Recovery had, being the Inheritance of the ſaid A. B. (other than ſuch Meſſuages and Lands as the ſaid A. lately purchaſed of one P. S.) by the names of the Mannor of S. fourty Meſſuages, thirty Toſts, thirty Gardens, three Dove-houſes, one Windmill, two thouſand Acres of Land, five hundred Acres of Meadow, two thouſand Acres of Paſture, five hundred Acres of Wood, two thouſand Acres of Moor, with the Appurtenances, S. T. W. S. Now this Indenture witneſſeth, That it is covenanted, condiſcended, concluded, declared, and fully agreed between the ſaid Parties to theſe preſents, and either of the ſaid Parties for him, &c. in manner following, That the intent and true meaning of all the ſaid Parties, now is, and at the time of the ſaid Recovery ſhould and ſhall be and enure, and conſtrued to be and enure; and that the ſaid B. and his Heirs immediately from and after the ſaid Recovery ſo had and executed, ſhould and ſhall ſtand and be ſeiſed of the ſaid Mannour, and of all other the Lands, Tenements and Hereditaments, with the Appurtenances in the ſaid Recovery meant and intended to be compriſed (that is to ſay) of and in the Mannor of S. with the appurtenances at the time of the ſaid Recovery had, being the inheritance of the ſaid A. B. (the Lands, Tenements, and Hereditaments by him lately purchaſed

chaſed of P. S. only excepted as aforeſaid) to the onely uſes and intents hereafter by theſe preſents ſet forth and declared, and to none other uſes, intents or purpoſes, (that is to ſay) to the uſe of the ſaid A. for the term of his natural Life; and after the deceaſe of the ſaid A. then to the uſe and behoof of the eldeſt Son lawfully begotten of the ſaid A. and the Heirs Males of the body of the ſaid eldeſt Son. And for default of ſuch Iſſue, to the right Heirs of the ſaid A. for ever.

This Indenture, *&c.* Between A. of, *&c.* and B. of, *&c.* on the other part, Witneſſeth, That it is covenanted, *&c.* That the ſaid B. ſhall in *Eaſter*-Term next recover to him and his Heirs for ever, by a Writ of Entry upon a diſſeiſin in the Poſt, to be had and proſecuted againſt the ſaid A. before the Kings Majeſties Juſtices of his Court of Common-Pleas at *Weſtminſter*, according to the uſual courſe of common Recoveries heretofore had, the Mannour of S. with the appurtenances in D. in the County of G. being now the Inheritance of the ſaid A. and that the ſaid Recovery ſo to be had, and the full force and execution thereof ſhall be and enure, and ſhall be deemed, conſtrued, and taken to be and enure; and the ſaid B. and his Heirs and Aſſigns ſhall from and after the time the ſaid Recovery ſhall be had and perfected, ſtand and be ſeiſed of all the ſaid Mannour with the Appurtenances, to the only uſe and behoof of the ſaid A. his Heirs and Aſſigns for ever, and to none other uſe, intent, or purpoſe whatſoever. In witneſs.

Or thus: Witneſſeth, That it is covenanted, &c. that T. U. before the twentieth of *May* next by Writ of *Entry ſur diſſeiſin in the poſt*, to be by them ſued forth at the coſts and charges of the ſaid C. D. in the Court of the Common-Pleas at *Weſtminſter*, before the Judges there, againſt him the ſaid C. D. then in poſſeſſion of the ſaid premiſſes, ſhall recover the ſaid Mannour of S. with the Appurtenances, hereby before bargained and ſold in due Form of Law againſt the ſaid C. D. by ſome name or names in the ſaid Writ and Recovery to be contained, and therein the ſaid C. D. ſhall appear and vouch over to warranty the ſaid S. T. who ſhall appear and vouch over common Vouchee. And that they the ſaid C. D. and S. T. ſhall do and ſuffer all and whatſoever ſhall be neceſſary for the paſſing and perfecting of a common Recovery of the ſaid Mannour, according to the courſe of common Recoveries and Aſſurances of Lands, Tenements and Hereditaments. And that the ſaid Recovery ſo to be had as aforeſaid, and the full force and execution thereof, ſhall be and enure, and ſhall be had, taken, &c.

SECT. 8.

Diviſion of Land.

This Indenture made, &c. Between M. of the one part, and D. of, &c. of the other part, Witneſſeth, That whereas the ſaid M. and I. do at this preſent hold and enjoy a Meſſuage or Tenement, or divers Lands, Meadows,

dows, Feedings and Pastures, the same belonging with their Appurtenances in H. aforesaid, as Tenements in common: Now the said Parties for divers good causes and considerations them especially moving, and for the setling and establishing the same for their future peace, have, through the assistance of I. C. and A. C. and T. R. honest and indifferent men elected and chosen by their mutual assents for that purpose, made partition, allotment land division of the premisses, And by these presents do make partition, division and allotment of the said Messuage, Lands, Tenements and Premisses in manner and form following; first, it is covenanted, granted, concluded and agreed between the said Parties: And the said I. A. doth for her self, her, &c. covenant, grant, conclude, and agree to and with the said M. A. her Heirs, &c. by these presents, that she the said M. her Heirs and Assigns, shall have, hold, occupy and enjoy for her and their part, purpurtie and portion of the said Messuage, Land and Tenements, the lower house, &c.

And the said M. A. doth for her self, her, &c. covenant, grant, conclude and agree to and with the said I. A. and her, &c. That she the said I. A. and her Assigns shall have, hold, occupy and enjoy for her and their part, purpurty and portion of the said Messuage, Lands and Tenements, the Hall, &c.

And the said M. A. doth for her self, her, &c. to and with, &c. by these presents, That she the said I. A. and her Assigns shall and may during the natural life of the said M. A. quietly,

etly, &c. the part, purpurty and portion of the said Messuage, Lands and Tenements assigned and allotted to her as aforesaid, as the same is now divided and set out from the other part thereof with marks, meets and bounds, without any let, trouble, &c. as in other Covenants of this kind.

The like Covenant from I. A. unto M. A. &c.

This Indenture made, &c. Between, &c. Whereas, &c. one W. H. of, &c. by his deed of Feoffment indented, bearing date, &c. made between, &c. And by divers other sufficient Conveyance and Assurance for and in consideration, &c. did alien, &c. unto the said K. and L. all that Capital Messuage, &c. They the said K. and L. of all and singular the before-mentioned Messuages, Lands, Tenements, and other the Premisses, with their appurtenances, being jointly seized unto them and their Heirs according to the afore-recited Deed of Feoffment indented, and other assurance to them thereof made by the said W. H. as aforesaid. Now this present Indenture witnesseth, That the said K. and L. do think it meet and convenient, and accordingly are fully agreed, that partition should be had and made between them, of all and singular the said premisses with their appurtenances, whereof they stand jointly seized to them and their Heirs as aforesaid; to the intent that they and their Heirs may from henceforth have, &c. their moities and parts thereof in severalty. It is therefore covenanted, granted, concluded and agreed,

by and between the ſaid Parties, and each of them, for him and his Heirs, doth covenant, grant, conclude, condeſcend, and fully agree to and with the other and his Heirs in manner and form following. And firſt the ſaid K. for him, his Heirs and Aſſigns, doth covenant, grant and agree to and with the ſaid L. his Heirs, *&c.* That he the ſaid L. ſhall or may from henceforth have, hold, occupy, poſſeſs, and enjoy to him and his Heirs for ever in ſeveralty, in full ſatisfaction of his moity of the ſaid Lands, Tenements, and Hereditaments before mentioned. All that, *&c.* To have and to hold, *&c.* to the ſaid L. his Heirs and Aſſigns in ſeveralty for ever; to his and their only and proper uſe and behalf for ever:

And the ſaid K. for him, his Heirs, *&c.* remiſeth, releaſeth, and quit-claimeth unto the ſaid L. his Heirs and Aſſigns for ever, all the Right, Title, Eſtate, Portion and Intereſt whatſoever, which the ſaid K. now hath, or hereafter may have of, in or to the premiſſes, or any part thereof by theſe preſents alotted, aſſigned and appointed unto him the ſaid L. and his Heirs. The like from L. to K. for the other part allotted to him.

SECT. 9.

This Indenture, *&c.* Between A. B. of, *&c.* of the one part, and C. D. of, *&c.* of the other part, Witneſſeth, That the ſaid A. B. in conſideration of, *&c.* hath granted, *&c.* And by theſe preſents doth grant, bargain, ſell, enſeoff and confirm unto the ſaid C. D. all that Meſſuage,

Meſſuage, &c. To have and to hold to the ſaid C. D. his Heirs and Aſſigns from the day of the date of theſe preſents, quietly and peaceably to have, hold, &c. without the let, &c. of the ſaid C. D. &c. ſo long as, and ſo as the ſaid A. B. his Heirs, Executors, Adminiſtrators and Aſſigns, or any of them ſhall pay, or cauſe to be paid to the ſaid C. D. his, &c. yearly and every year hereafter the ſum of, &c. alwaies in and upon the Twentieth day of, &c. at or in, &c. Provided alwaies, that if the ſaid A. B. his, &c. or any of them, ſhall pay or cauſe, &c. unto the ſaid C. D. his, &c. in and upon the twentieth of *May*, in any year hereafter, at or in the place aforeſaid, the ſum of, &c. at one entire payment, notice and warning of the payment thereof in manner aforeſaid, by the ſpace of one whole year, before two credible Witneſſes at the leaſt, being firſt given and delivered in writing to the ſaid C. D. his, &c. and no default having been formerly made in the payment of the ſaid yearly ſum of, &c. herein before-mentioned, contrary to the true meaning hereof, that then, &c.

To all, &c. to have, &c. to the ſaid C. D. his, &c. and to the uſe of the ſaid C. D. his Heirs, &c. upon this Condition following: That if I the ſaid A.B. my Heirs, &c. from time to time for ever hereafter, ſhall defend and keep harmleſs, or cauſe to be, &c. the ſaid C. D. and one E.F. of, &c. and either and every of them, their Heirs, &c. againſt M.P. of, &c. his Executors, &c. of, for and concerning two ſeveral Writings obligatory, in which the ſaid C. D. and E. F.

E.F. ſtand joyntly and ſeverally bound and holden to, &c. in the ſeveral ſums of money, &c.

To all, &c. A.B. of, &c. Greeting, whereas I the ſaid A.B. by my Deed of Feoffment, bearing date, &c. did enfeoff, C.D. of, &c. to the uſe of him, and his Heirs for ever, of and in one Meſſuage, &c. under condition to pay, &c. yearly upon the Twentieth of *May*, and the ſum of, &c. in and upon any Twentieth day of *May*, which ſhall be in any year hereafter, as by the ſaid Deed appeareth, the which ſaid ſum of, &c. by the year, and of, &c. at one entire payment, neither I nor any for me hath paid. Know ye therefore, that I the ſaid A. B. (in conſideration of, &c. more to me, &c. in full ſatisfaction of, and for the full price and value of the ſaid Meſſuage, &c. whereof I do hereby acknowledge the Receipt, &c.) do by theſe preſents, for me and my Heirs, as much as in me lieth, ratifie and confirm unto the ſaid C. D. (in his full and peaceable poſſeſſion now being) his Heirs and Aſſigns, the ſaid Meſſuage, &c. with their and every of their appurtenances. To have and to hold to the ſaid C. D. his Heirs and Aſſigns, and to his and their uſes for ever. And I do alſo for me my Heirs and Aſſigns remiſe, releaſe, and for ever hereafter quit claim to the ſaid C. D. his Heirs and Aſſigns; all my Eſtate, Right, Title, poſſeſſion, Reverſion, Remainder, Condition, and poſſibility of Right, Title and demand whatſoever, which I ever had, now have, or hereafter may have, of, in, or to the ſaid Meſſuage, or any part thereof. So as neither I, nor my Heirs,

nor

nor any other for us, or in our names, ſhall or may at any time hereafter, have or challenge any Right, Title, Entry, Condition, or Demand in, of or to the ſame Meſſuage, &c. or any part thereof, but thereof ſhall be for ever hereafter barred and excluded by theſe preſents. And I the ſaid A. B. and my Heirs, the ſaid Meſſuage with the Appurtenances to the ſaid C. D. and his Heirs, againſt me and my Heirs, will for ever hereafter warrant by theſe preſents. In witneſs, &c.

SECT. 10.

A Gift of Land.

To all, &c. Know ye that I A. B. of &c. in conſideration of, &c. have given and granted, and by this my preſent writing confirmed to C. D. of, &c. all, &c. To have and to hold to the ſaid C. D. and the Heirs of his body lawfully begotten, or to be begotten. And for default of ſuch Iſſue, the remainder thereof to R. B. ſon of R. B. of, &c. and the Heirs of the body of the ſaid R. B. the ſon; and for default of ſuch Iſſue, the remainder thereof to the ſaid R. B. the Father, and his Heirs for ever. In witneſs, &c.

To all, &c. Know ye, &c. To have and to hold to the ſaid C. D. and the Heirs Males of the body of the ſaid C. D. on the body of E. D. his now Wife, lawfully begotten and to be begotten. In witneſs, &c.

To all, &c. Know ye, &c. To have and to hold to the ſaid C. D. and E. D. his Wife, and the

the Heirs males of their bodies between them lawfully begotten, &c. In witneſs, &c.

SECT. 11.

Leaſes and Aſſignments of Land.

This Indenture witneſſeth, That the ſaid A. B. for and in conſideration, &c. doth remiſe, &c. to the ſaid C. D. E. D. and F. D. all that his Meſſuage or Tenement with the Appurtenances, and all and ſingular Shops, Sellers, Sollers, Chambers, Rooms, Entries, Ways, Yards, Backſides, Lights, Eaſments, Profits, and Commodities whatſoever to the ſaid Meſſuage or Tenement belonging or appertaining, or to or with the ſame uſed, occupied, or enjoyed, late in the tenure of, &c. ſcituate, &c. To have and to hold to the ſaid C. D. and to his Aſſigns, for and during the term of his natural Life, the remainder thereof to the ſaid E. D. his Wife, and to her Aſſigns, for and during the term of her natural Life; the remainder thereof after the ſeveral Deaths of the ſaid C. D. and E. D. unto the ſaid F. D. for and during the term of his natural life.

Or thus: To have and to hold to the ſaid C. D. and E. D. for and during their natural Lives, and the life of the longeſt Liver of them, the remainder after their deceaſes, unto the ſaid F. D. for and during the term of his natural Life.

Or thus: Between A. B. of, &c. and C. D. of, &c. Witneſſeth, That the ſaid A. B. hath, &c.

to

to C. D. to have and to hold to the ſaid C. D. and his Heirs, for and during the term of the natural lives of W. S. of, &c. T. V. of, &c. and R. K. of, &c. and for and during the life of the longeſt liver of them. Or to have, &c. to him the ſaid C. D. and his Heirs, for and during the term of his natural Life, and the Lives of W. S. for I. S. and for and during the Life of the longeſt Liver of them. Yielding, during the ſaid term or Eſtates, &c. unto the ſaid A. B. his, &c. the rent of, &c. and yielding and paying therefore alſo unto the ſaid A. B. his, &c. for and upon any Alienation, Demiſe or Grant of the premiſſes, or of the greater part thereof, and for and upon any change of Tenant or Tenants of the premiſſes, during the ſaid Eſtates, or any of them, the ſum of, &c. for every Alienation, Change, or Demiſe, as oft as the ſame ſhall be, in the name of a Fine for Alienation. The ſame to be paid to the ſaid A. B. his, &c. at the Meſſuage and Tenement aforeſaid, within the ſpace of, &c. next enſuing the firſt of the Feaſts aforeſaid, which ſhall next come, or happen to be after any ſuch Alienation as aforeſaid. And the ſaid C. D. doth for himſelf, his Heirs, &c. covenant, &c. That the ſaid C. D. E. D. and F. D. and the longeſt Liver of them ſhall and will during the term of their Lives, and the Life of the longeſt Liver of them, &c. repair, &c. and hereupon livery of ſeiſin muſt be made by the Leſſor in perſon, or by his Atturney, by virtue of a Letter of Attorney, which then muſt be made in the Deed. See for this in its place.

Or

Or thus: This Indenture, &c. Between A. B. of, &c. and C. D. of, &c. Witneſſeth, That the ſaid C. D. and E. D. his Wife, for and during the term of their natural lives, and the life of the longeſt liver of them, and after their deceaſes the Remainder to C. D. Son of the ſaid C. D. and E. his Wife, for the term of his natural life. In witneſs, &c.

This Indenture, &c. Between C. D. of the one part, and E. F. of, &c. of the other part. Whereas A. B. did by his Indenture dated the twentieth of, &c. demiſe, &c. to C. D. all that Meſſuage, &c. To have and to hold to the ſaid C. D. for the term of his natural life, the Remainder thereof to, &c. [as in the Leaſe] as by the ſame at large appeareth. Now this Indenture witneſſeth, That the ſaid C. D. (in conſideration of, &c.) hath granted, bargained, ſold, and by theſe preſents doth grant, bargain, ſell, demiſe, and aſſigne over unto the ſaid E. F. all the ſaid Meſſuage, &c. To have and to hold to the ſaid E. F. his Heirs and Aſſignes, for and during the natural lives of the ſaid C. D. E. D. and F. D. and for and during the life of the longeſt liver of them the ſaid C. D. E. D. and F. D. and the ſaid A. B. doth covenant, &c. In witneſs, &c.

This Indenture made, &c. Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, witneſſeth, That the ſaid A. B. in conſideration of the ſum of Five hundred pounds of lawful, &c. to him in hand paid by the ſaid C. D. the Receipt whereof the ſaid A. B. acknowledgeth, and himſelf therewith fully

fully ſatisfied, and thereof and of every part thereof, hereby acquitteth and diſchargeth the ſaid C. D. his Executors and Adminiſtrators by theſe preſents, hath demiſed, betaken, and to Farm letten. And by theſe preſents doth grant, demiſe, betake, and to farm let, and ſet unto the ſaid C.D. all that Meſſuage, to have and to hold to the ſaid C. D. his Executors, Adminiſtrators, and Aſſigns, from the day of the date of theſe preſents, unto the end and term, and for and during the whole term of One and twenty years from thenceforth next enſuing, fully to be compleat and ended.

Or thus: If the caſe be ſo; To have and to hold, *&c.* from the Feaſt-day of St. *Michael* the Arch-Angel, which ſhall be in the year of our Lord 1658, unto the end and term, and for and during the whole term of Fourſcore and nineteen years from thenceforth then next following fully to be compleat and ended, if the ſaid C. D. and E. D. now his Wife, and G. H. Son of S. H. of, *&c.* or either of them the ſaid C. D. E. D. and G. H. ſhall happen ſo long to live.

Or thus: To have, *&c.* immediately from and after the death, ſurrender, forfeiture, or other final determination or other becoming void of the Eſtates of one I. S. of, *&c.* which he now hath of and in the premiſſes, unto the end and term of One and twenty years from thenceforth then next following fully to be compleat and ended; yielding and paying therefore during the ſaid term unto the ſaid A. B. his Heirs and Aſſigns, *&c.* And if it

ſhall

ſhall happen, &c. the reſervation, clauſe of diſtreſs, and degrees of remedy for recovery of the Rent, &c. may be taken out of Chap. 3. Sect. 7. Sect. 8, 9. changing only this, where the Grantee is named, and his Heirs and Aſſigns; inſtead of Heirs and Aſſigns, ſay, Executors, Adminiſtrators and Aſſigns. And from thence the Covenants are to be taken, as there is occaſion, and to be put in here; ſee them Chap. 3. Sect. 10, 11, &c.

This Indenture, &c. between, &c. have demiſed, &c. and by theſe preſents, &c. unto the ſaid C. D. that, &c. to have and to hold to the ſaid C. D. his, &c. immediately after the end, expiration, forfeiture, ſurrender, or other determination of one Leaſe, now in being, made by I. K. deceaſed, unto F. R. for the term of Ninety Nine years, if the ſaid F. R. H. his Wife, and W. their Son, or either of them, ſhould ſo long live, unto the end and term, and for and during the term of Sixty Years, from thenceforth, then next enſuing, fully to be compleat and ended; yielding and paying therefore yearly from and after the expiration, ſurrender, forfeiture, or other determination of the ſaid Leaſe made unto the ſaid F. R. during the ſaid term of Sixty Years, the yearly Rent of, &c.

This Indenture, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas I. S. did by his Deed indented dated the Twentieth Day of, &c. demiſe, grant, and let unto the ſaid A. B. (amongſt other things) All that, &c. [recite that part

of the land to be assigned] to have and to hold unto the said A. B. his, &c. from the Feast day of, &c. unto the end of twenty years then next ensuing, for and under the yearly Rent of, &c. and divers other Covenants and Agreements therein contained, as by the same at large appeareth. Now this Indenture witnesseth, that the said A. B. (in consideration of, &c.) hath granted, &c. and by these presents, doth grant, assign, and set over, unto the said C. D. the said Messuage, &c. To have and to hold to the said C. D. his Executors, Administrators and Assigns, from henceforth unto the end and term, and for, by and during all the residue of the said recited term of twenty years yet to come; in as large, ample and beneficial manner, to all intents and purposes in the Law, as the same with other things were granted to the said A. B. or as he the said A. B. his Executors or Administrators, now doth, may, might, should or ought to hold and enjoy, or have held and enjoyed the same. And the said A. B. doth for him, &c. covenant with the said C. D. his, &c. That he the said A. B. his, &c. shall and will at all times hereafter, and from time to time, during the residue of the said Term of twenty years yet to come, well and sufficiently save and keep harmless and indemnified the said C. D. his, &c. and every of them the said assigned premisses, and the goods and chattels of the said C. D. of and from the payment of the said yearly rent of, &c. reserved upon the said original Indenture of Lease, and of and from all other the Covenants, Arti-

cles

cles and Agreements mentioned in the ſaid recited Indenture of Leaſe, which on the part and behalf of the ſaid A. B. his, &c. from henceforth for and in reſpect of that part and ſo much of the Lands, Tenements, and Hereditaments, mentioned and contained in the ſaid Original Indenture of Leaſe, which the ſaid A. B. doth ſtill retain and reſerve to himſelf, are and ought to be born, paid, performed and kept, and of and from all and all manner of Actions, Coſts, Suits, Damages, Troubles, and other Demands, touching or concerning the ſame. And the ſaid C. D. doth likewiſe for himſelf, his, &c. covenant to, &c. That he the ſaid C. D. his, &c. ſhall and will at all times hereafter, &c. well and ſufficiently ſave and keep harmleſs and indempnified the ſaid A. B. his Executors, &c. and all that part, and ſo much of the ſaid Lands, Tenements and Hereditaments mentioned in the ſaid recited Indenture, which the ſaid A. B. doth ſtill reſerve and retain to himſelf, and keep in his own hands, and the Goods and Chattels of the ſaid A. B. his, &c. of and from all the Covenants, Grants, Articles and Agreements mentioned in the ſaid original Indenture of Leaſe, which on the part and behalf of the ſaid C. D. his, &c. from henceforth for or in reſpect of that part, and ſo much of the Lands, Tenements and Hereditaments mentioned in the ſaid original Indenture of Leaſe, which are hereby before granted, or mentioned to be granted or aſſigned, are and ought to be born, paid, performed and kept, and of and from all and all

manner of Actions, Coſts, Suits, Damages, Troubles, and other Demands touching or concerning the ſame. [Here may be inſerted Covenants for the ſhewing forth of the original Indenture, quiet enjoying, &c. which you ſhall finde amongſt Covenants.]

Or thus, where the aſſignment is of the whole Land, and intereſt: This Indenture, &c. Whereas I. S. &c. Now this Indenture, &c. hath granted, &c. and by theſe preſents doth fully and abſolutely grant, bargain, ſell, aſſigne, and ſet over, unto the ſaid C. D. all and ſingular the ſaid premiſſes, with their and every of their Appurtenances in and by the ſaid recited Indenture of Leaſe mentioned to be demiſed. And all the time and term of years in the ſaid recited Indenture of Leaſe mentioned yet to come, together with the part of the ſaid Indenture of Leaſe made by the ſaid I. S. To have and to hold, &c. And the ſaid C. D. doth for himſelf, his, &c. that the ſaid C. D. his, &c. or ſome or one of them, ſhall and will yearly and every year during all the reſidue of the ſaid term of twenty years yet to come and unexpired, pay or cauſe to be paid to the ſaid I. S. his Heirs and Aſſignes, or ſuch perſon or perſons to whom the Reverſion and Inheritance of the premiſſes ſhall come, the yearly Rent of, &c. in and by the ſaid Indenture of Leaſe reſerved to be paid at the days and times therein limited; and alſo ſhall and will from time to time henceforth, during the reſidue of the ſaid term, hold, perform, fulfil, and keep all ſuch Articles, Covenants, Grants, and Agreements, as on the

part

part of the ſaid A. B. his, &c. are to be obſerved, performed, fulfilled, and kept; and of, for, upon, or concerning the ſame Rent and Covenants, ſhall and will from time to time for ever hereafter, ſave and keep harmleſs the ſaid A. B. his, &c. and all others whatſoever. And the ſaid A. B. in conſideration hereof, doth covenant, &c. That the ſaid premiſſes, and every part thereof, and alſo the ſaid C. D. his, &c. and his and their Farmers, ſhall at all times hereafter, and from time to time be ſufficiently ſaved and kept harmleſs by the ſaid A. B. his, &c. of and concerning all and all manner of former and other bargains, &c. [according to the uſual courſe] one Leaſe heretofore made of part of the ſaid premiſſes by the ſaid A. B. unto one I. S. to end at the Feaſt of, &c. next coming; whereupon is reſerved, and ſhall be payable unto the ſaid C. D. his, &c. at the Feaſt of, &c. the ſum of, &c. by even Portions; and ſuch Covenants and Proviſoes in the ſaid recited Indenture of Leaſe contained, as on the part, and behalf of the ſaid A. B. his, &c. are to be preſerved, onely excepted. In witneſs, &c.

This Indenture, &c. Whereas, &c. recite the Leaſes. Now this Indenture witneſſeth, &c. That the ſaid A. B. and C. D. for and in conſideration of, &c. have granted, aſſigned, and ſet over; and by theſe preſents do grant, aſſigne, and ſet over unto the ſaid E. F. and G. H. all the ſaid Meſſuages, &c. and all the Eſtates, Terms of years, Rights, Titles, and Intereſts, which they the ſaid A. B. or C. D. or either of them

them, have or ought to have of, in, or to the premisses, and every or any part thereof, by virtue of the said several recited Indentures, and the mean Conveyances thereof, or otherwise; to have and to hold to the said E. F. and G. H. their Executors, &c. from henceforth, for and during all the residue of the said several terms of years yet to come and unexpired, upon trust and confidence. Nevertheless to the intent and purpose that they the said E. F. and G. H. the Survivor of them, shall and will permit and suffer the said A. B. and such other person and persons to whom the Reversion, Freehold, or Inheritance of the premisses, or any part thereof, or some part thereof, now doth, or shall at any time hereafter belong or appertain by force or virtue of any lawful Conveyance or assurance, made or to be made by the said A. B. to have, take, and receive to his, her, and their own proper use and behoof, the Rents, Issues, and profits of the Premisses, and every part thereof, according to the intent and true meaning of the said several Conveyances or Assurances made, or to be made, and according to the several Estates or Interests, which the same person or persons have, or shall have of or in the immediate Reversion or Reversions depending upon the said Terms and Estates hereby granted, and not otherwise.

This Indenture, &c. Whereas, &c. [Recite the former Lease.] Now this Indenture, &c. Whereas there is a Marriage to be had, &c. and for the making of some provision, &c. Hath granted, &c. to the said C. D. all that, &c. To have

have and to hold from henceforth, unto the end, &c. Nevertheleſs upon this Truſt and confidence, that the ſaid C. D. his Executors ſhall and will permit and ſuffer the ſaid A. B. and his Aſſigns quietly to occupy and enjoy, receive and take the Rents, Iſſues, Profits and Commodities of all and ſingular the ſaid premiſſes with the appurtenances, during ſo many years of the ſaid Term, as ſhall incurre during his natural Life. And that after his deceaſe the ſaid C. D. his, &c. ſhall and will permit and ſuffer the ſaid E. B. and her Aſſigns to occupy and enjoy, receive and take the Iſſues, Profits, of the ſaid premiſſes during ſo many years of the ſaid term as ſhall incurre during her natural Life. And that after her Deceaſe, then, that it ſhall and may be lawful to and for the Children by him the ſaid A. B. on the body of the ſaid E. B. quietly and peaceably to occupy and enjoy, take, &c. for and during all the reſidue of the ſaid term then to come, and unexpired. And in caſe the ſaid E. B. ſhall happen to dye without any Iſſue then begotten upon her by the ſaid A. B. then that the ſaid A. B. his Executors, &c. ſhall quietly hold and enjoy the ſame premiſſes, and receive all the Rents and Profits thereof, for and during all the reſidue of the ſaid term then to come and unexpired. In witneſs, &c.

This Indenture, &c. To have and to hold, &c. to the ſaid C. D. and E. F. their, &c. immediately from and after the end of ſuch of the Feaſts of St. *Michael* as ſhall firſt and next happen, and be next after the end of ſix Moneths

next after the Death of the ſaid A. B. if R. B. Gent. the Nephew of the ſaid A. B. and M. the now Wife of the ſaid R. B. the Nephew, or either of them ſhall be then living, until the end and term of Ninety Nine Years, from thence, *&c.* without impeachment of any manner of waſte, *&c.* yielding and paying, *&c.* And to this intent, that the ſaid Leſſees, their Executors, *&c.* ſhall not take any benefit of their ſaid premiſſes to their own uſes, but ſhall demiſe and leaſe out the ſame to the beſt value they can; and ſhall every year, during the continuance of the ſaid Term, imploy and beſtow the yearly Rents, Iſſues and Profits of the ſame, from time to time to be growing and coming (the yearly rents to be paid for the ſame, and the charges of neceſſary repairing of the ſame, from time to time, by them or any of them neceſſarily laid out being deducted) in and upon the ſaid R. the Nephew, and M. his Wife, during their joint Lives, equally by equal portions or otherwiſe, as to them ſhall be thought moſt meet, for and towards the maintenance of the ſaid R. the Nephew and M. his Wife, and their Family, and education of their Children, during the joint Lives of the ſaid R. and M. And that if the ſaid M. ſhall ſurvive her ſaid Husband, that then the ſaid Leſſees, their Executors, *&c.* ſhall permit and ſuffer the ſaid M. her Executors, *&c.* to enjoy the ſame, and take the profits thereof to her ſelf during her Life, and until ſuch of the Feaſts of Saint *Michael*, *&c.* or the Annunciation, *&c.* as ſhall firſt and next happen after the

the end of ſix months after her death. But if the ſaid R. the Nephew, ſhall ſurvive his ſaid Wife, then the intent and meaning of the ſaid A. B. and all the parties to theſe preſents is, That the cleer Rents above the ſaid Charges to be allowed, ſhall be beſtowed for the maintainance of the ſaid Nephew and his Family, and education of his Children. And if he marry again, then that the Leſſees or ſurvivour of them, may demiſe and grant the premiſſes, or any part of it, to the Friends of ſuch Wife, for the reſidue of the ſaid Term then to come, if ſhe ſo long live, for her Joynture, *&c.*

This Indenture made, *&c.* Between Sir I. H. Knight, *&c.* of the one part, and G. B. and F. S. of, *&c.* of the other part. Whereas H. I. Eſq; and F. his Wife, now deceaſed, by their Indenture, bearing date the 26 day of *May*, in the Twelfth year of the raign, *&c.* made between the ſaid H. and F. by the names of, *&c.* of the one part, and the ſaid Sir T. H. of the other part, by virtue of a power or authority that was reſerved, limitted, or mentioned in a Conveyance heretofore made by the ſaid H. of the Meſſuages, Lands, Tenements, and Hereditaments, in and by the ſaid Indenture of Leaſe demiſed, or mentioned, or meant to be demiſed, together with other Mannors, Meſſuages, Lands, Tenements, and Hereditaments in the ſaid Conveyance ſpecified, for divers good cauſes and conſiderations, them the ſaid H. and F. his Wife moving, did demiſe, grant, and to farm let unto the ſaid Sir T. H. his, *&c.* all that Scite, and Manſion-houſe called Vails in F. in the

the, &c. with all the Lands, Meadows, paſtures, Feedings to the ſame appertaining. And all the Wood called L. Wood thereunto belonging, all which ſometimes were in the occupation of, &c. or of his Aſſigns, and are lying and being in F. aforeſaid [except as in the ſaid Indenture of Leaſe is excepted] to have and to hold the ſaid Scite and Manſion-houſe, Houſes, Buildings, Lands, Meadows, Paſtures, and Feedings, and all the ſaid Wood called L. with the Appurtenances [except as in the ſaid Indenture of Leaſe is excepted] unto the ſaid Sir T. H. his, &c. from the Feaſt of, &c. laſt paſt, before the date of the ſame Indenture, until the full end of, &c. from thence next enſuing, and fully to be compleat and ended: yielding and paying therefore yearly and every year unto the ſaid H. and F. his Wife, or one of them, and after their deceaſes then to the Heirs of the ſaid H. or to ſuch other perſon or perſons to whom the ſaid Meſſuages and Lands ſo as aforeſaid demiſed, or meant to be demiſed, ſhall, ſhould, or ought to come after the death of the ſaid H. and F. if the ſaid Indenture of Leaſe had not been made, the ſum of, &c. at, &c. during the firſt twenty years of the ſaid Term of one and twenty years, and in the laſt year of the ſaid term of one and twenty years the ſum of, &c. at the Feaſts of, &c. as in and by the ſame Indenture of Leaſe amongſt other things, Articles, and Covenants therein contained, doth, and may more at large appear. Now theſe preſents do witneſs, That the ſaid Sir T. H. as well for and in conſideration of the ſum of, &c. to them

them by the ſaid G.B. and F. S. in hands paid, whereof and wherewith they do acknowledge themſelves fully ſatisfied and paid, as for divers other good cauſes and conſiderations them thereunto moving, doth by theſe preſents, fully and abſolutely bargain, and ſell, aſſigne, and ſet over unto the ſaid G. B. and F. S. their, *&c.* all and ſingular the ſaid premiſſes, with their and every of their Appurtenances, in and by the ſaid recited Indenture of Leaſe mentioned to be demiſed, and all the time and term of years in the ſaid recited Indenture of Leaſe mentioned, yet to come and unexpired, and all Rents and Farms reſerved upon all and every Leaſe and Leaſes of the premiſſes, or any part thereof, heretofore made to any perſon or perſons, and the counterparts of all ſuch Leaſes whereby ſuch Rents and Farms are reſerved, together alſo with one part of the ſaid Indenture of Leaſe, ſealed with the Seals of the ſaid H. and F. To have and to hold the ſaid Scite, Manſion-houſes, Buildings, Lands, Meadows, Paſtures, and Feedings, and the ſaid Wood called L. Wood with the Appurtenances, and all other the premiſſes abovementioned to be demiſed (except as in the ſaid Indenture of Leaſe is excepted.) and the ſaid Rents and Farms abovementioned to be bargained and ſold, together with the ſaid part of the ſaid Indenture of Leaſe, and other Counterparts of Leaſes, unto the ſaid G. B. and F. S. their, *&c.* for and during the reſt and reſidue of the ſaid term of years yet to come and unexpired, in as full and ample manner as the ſaid Sir T. H. ever had,

or

or might, or could have had the ſame, by virtue of the ſaid recited Indenture of Leaſe. And the ſaid G. and F. do covenant and grant joyntly and ſeverally for themſelves, their Executors and Adminiſtrators, to and with the ſaid Sir T. H. his, *&c.* that they the ſaid G. and F. or one of them, or their, or one of their Executors, *&c.* ſhall and will yearly and every year during all the reſidue of the ſaid term of years yet to come and unexpired, pay or cauſe to be paid unto the ſaid G. and F. or one of them, their, or one of their Aſſignee or Aſſignees, during their lives; and after their deceaſes, to the Heirs of the ſaid H. or to ſuch other perſon or perſons to whom the ſaid Meſſuage and Lands by the ſaid Indenture abovementioned or meant to be demiſed, ſhall, ſhould, or ought to come after the death of the ſaid H. (if the ſaid Leaſe had not been made) the yearly Rent of, *&c.* in and by the ſaid Indenture of Leaſe reſerved to be paid at the days and times therein limitted. And alſo ſhall and will from time to time henceforth, during the reſidue of the ſaid term, hold, perform, fulfil, and keep all ſuch Articles, Covenants, Grants, and Agreements, as on the part of the ſaid Sir T. H. his, *&c.* are to be obſerved, fulfilled, and kept; and of, for, upon, or concerning all the ſaid Rents, and Farm reſerved to be paid, as aforeſaid, and of, for, or concerning all Covenants in the ſaid Indenture contained, from henceforth to be obſervtd, performed, fulfilled, and kept, ſhall and will from time to time for ever hereafter ſave and keep

keep harmleſs the ſaid Sir T. H. his, &c. and all others whatſoever. And the ſaid Sir T. H. for the conſiderations aforeſaid, doth covenant and grant for him, his, &c. to and with the ſaid G. B. and F. S. their and either of their Executors, Adminiſtrators and Aſſigns, that the ſaid premiſſes and every part and parcel thereof; and alſo the ſaid G. and F. and either of them, their and either of their Executors, Adminiſtrators and Aſſigns, and their and every of their Farmers, ſhall at all times hereafter, and from time to time, be ſufficiently ſaved and kept harmleſs by the ſaid Sir T. H. his, &c. of, for and concerning all and all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Surrenders, Forfeitures, Judgements, Executions, Actions, Charges, and Incumbrances whatſoever heretofore had, made, done, executed, committed or ſuffered, by the ſaid Sir T. H. his, &c. or any of them, or by any other perſon or perſons whatſoever, claiming by, from, or under him: one Leaſe of the ſame premiſſes heretofore made by the ſaid Sir T. H. unto one J. T. to end at the Feaſt of, &c. next coming, whereupon is reſerved and ſhall be payable unto the ſaid G. B. and F. S. their, &c. at the Feaſts of, &c. by even and equal portions; and ſuch Covenants and Proviſoes in the ſaid recited Indenture of Leaſe contained, as on the part and behalf of the ſaid Sir T. H. his Heirs, &c. are to be performed, only excepted. In witneſs, &c.

This Indenture made, &c. Between A. B. of the one part, and C. D. of the other part, witneſſeth,

neſſeth, That the ſaid A. B. in conſideration of one Thouſand Pounds of, &c. hath, &c. And by theſe preſents, doth grant, bargain and ſell unto the ſaid C. D. All that the Mannour of, &c. To have and to hold to the ſaid C. D. his Executors, &c. from henceforth unto the end and term, and for and during the whole term of Fourſcore and Nineteen Years, now next following to be compleat and ended: Provided, that if the ſaid A. B. his, &c. ſhall well and truely pay, or cauſe to be paid unto the ſaid C. D. his, &c. as well half yearly, and every year during the ſpace of Four Years next enſuing the date hereof, the half yearly Sum of Fourty Pounds of, &c. as alſo one Thouſand Pounds more of like good Money at the end of the ſaid four years, at or in the now dwelling-houſe of, &c. That then, &c. Nevertheleſs it is agreed between all the ſaid parties. And the ſaid C. D. doth for him, his, &c. hereby covenant, &c. to and with the ſaid A. B. &c. That the ſaid C. D. his, &c. and every of them ſhall and will from time to time, and at all times from henceforth, until ſome default ſhall be made by the ſaid A. B. his, &c. or ſome of them, of, or in performance of the proviſo or condition aforeſaid, permit and ſuffer the ſaid A. B. his, &c. peaceably and quietly to uſe and occupy the premiſſes, and to take the Rents, Iſſues and Profits thereof, to their own onely uſe and uſes, without the let, trouble, denial, interruption or eviction of, or by the ſaid C. D. his, &c. or any other perſon or perſons by his, their or either of their means, willing, ſufferance, conſent, privity or procurement. And

And the ſaid A. B. doth, &c. That in caſe the ſaid C. D. his, &c. ſhall at any time hereafter give notice or warning unto the ſaid A. B. his, &c. for the ſooner payment in of the ſaid one Thouſand Pound unto the ſaid C. D. than is before limited in the aforeſaid Proviſo: That then the ſaid A. B. his, &c. or ſome or one of them, ſhall and will within ſix Moneths next after ſuch notice or warning ſo given as aforeſaid, well and truely pay, or cauſe, &c. to the ſaid C. D. the ſaid ſum of one Thouſand Pounds, at or in the now dwelling-houſe of the ſaid, &c. And the ſaid C. D doth, &c. that in caſe ſuch payment ſhall be made of the ſaid one Thouſand Pounds within ſix Moneths after notice or warning given, as is aforeſaid, and in caſe alſo in the mean while no breach be made of the ſaid Proviſo; but withal ſo many of the aforeſaid yearly ſums mentioned in the ſaid Proviſo, as ſhall accrew in the mean time, be paid unto the ſaid C. D. his, &c. according to the purport of the ſaid Proviſo, for every half year accrewing in the interim, together with a like ſum of Money in proportion for ſuch odd time as ſhall alſo accrew in the interim over and above the juſt quantities of half a year, or half years. That then the ſaid A. B. his, &c. ſhall be cleerly and abſolutely acquitted and diſcharged of and from any further payment and payments to be made for or by virtue, or in reſpect of [redacted]reſents. And that then he the ſaid C. D. [redacted], &c. ſhall and will at the requeſt and coſts in Law of the ſaid A. B. his, &c. reconvey and reaſſure the

the premiſſes, and every part thereof, unto the ſaid A. B. his, *&c.* for and during all the reſidue of the aforeſaid term of Ninety Nine Years thereofthen to come and unexpired, free, clear, and clearly and abſolutely acquitted, exonerated, and diſcharged of and from all and all manner of Grants, Eſtates, Intereſts, Rights, Titles, Charges, Incumbrances whatſoever, had, made, charged, or ſuffered to be had, made, charged, or ſuffered by the ſaid C. D. his, *&c.* or by any other perſon or perſons whatſoever lawfully claiming from, by or under him, them, or either of them, or by his, their, or either of their willing, ſufferance, means, agreement, privity, or procurement, In witneſs, *&c.*

SECT. 12.

Grants of Rent Common, &c.

This Indenture, *&c.* Witneſſeth, that the ſaid A. B. for and in conſideration, *&c.* hath given and granted, and by theſe preſents doth for him and his Heirs freely and abſolutely give and grant unto the ſaid C. D. one yearly Rent or ſum of Fourty Pounds of lawful, *&c.* iſſuing and going out of all that Meſſuage or Tenement, with the Appurtenances in D. aforeſaid, in the ſaid County of G. commonly called or known by the name of *Great-Hall*, and out of the ſaid Lands, Tenements and Hereditaments in D. aforeſaid, known, reputed, or taken as part or parcel of the ſaid Tenement, or ſo demiſed or occupied, to or with the ſame, and iſſuing

iſſuing and going forth out of all thoſe his other Lands, Tenements, and Hereditaments in Dale aforeſaid. To have, hold, perceive and enjoy the ſaid Yearly Rent of Fourty Pounds unto the ſaid C. D. his Heirs and Aſſigns for ever, to the uſe of the ſaid C. D. his Heirs and Aſſigns for ever, to be paid at or in the now Dwelling-houſe of the ſaid C. D. in Dale aforeſaid, at or upon the firſt day of *May*, and the firſt day of *October* yearly, by even and equal Portions; the firſt payment thereof to begin at the firſt of the ſaid days that ſhall happen next after the date of theſe preſents. And the ſaid A. B. doth covenant and grant for him, his Heirs, Executors, and Adminiſtrators, that if it ſhall happen the ſaid yearly Rent of Fourty Pound, or any part thereof to be behinde or unpaid by the ſpace of twenty daies next after either of the ſaid daies, whereat and wherein the ſame ought to be paid, That then and from thenceforth, and ſo often, it ſhall and may be lawful to and for the ſaid C. D. his Heirs and Aſſigns into the ſaid Meſſuage and Premiſſes and every or any part thereof to enter, and there to diſtrain as well for the ſaid Rent ſo being behind, as alſo for Twelve Pence of lawful, *&c.* to be forfeited in the name of a Pain, for every day wherein the ſaid Rent ſo behind ſhall be behind or unpaid, after the ſaid Twenty days next after either of the ſaid days or times of Payment. And the Diſtreſs or Diſtreſſes then and there taken and found, to lead, drive, chaſe and carry away, and the ſame to detain and keep, until ſuch time and

times as the said yearly Rent and sum of Money to be forfeited in the name of a Pain, together with the Arrearages thereof, if any shall be, shall be fully satisfied and paid. And here may be further inserted all the other degrees of Relief for recovery of Rent set down in this Chap. 3. Sect. 7.

And the said A. B. doth, &c. covenant, &c. to and with the said C. D. his Heirs and Assigns, in manner and form following; that is to say, That he the said A. B. for and notwithstanding any act or thing done or committed by the said A. B. to the contrary, now hath full power and lawful Authority to charge the said Messuage and Premisses, and every part thereof, with the said yearly Rent and Sum in the name of a Payn, during the said term. And that the said Messuage and Premisses, and every part thereof, notwithstanding any such act as is aforesaid, shall be and remain for ever hereafter sufficiently overt, and lyable to and for the distress of the said C. D. his Heirs and Assigns for the said Rent.

This Indenture, &c. hath given and granted, &c. unto the said C. D. and E. D. his Wife, one yearly Rent, &c. out of, &c. To have and to hold, perceive and enjoy the said yearly Rent, &c. unto the said C. D. and E. D. his Wife, for and during the term of the natural Lives of the said C. D. and E. D, and for and during the life of the longer Liver of them. To be paid, &c. as in the last, changing only what is to be changed.

This Indenture, &c. hath given and granted,

ted, &c. unto the ſaid C. D. one yearly Rent of, &c. To have, hold, and perceive the ſame Rent to the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, for and during the term of Twenty and One Years now next following, fully to be compleat and ended. As in that before, changing only what is to be changed.

That whereas I. G. &c. by his Deed indented, bearing date, &c. for the conſiderations therein mentioned, did give, grant and confirm unto me the ſaid A. B. one Annuity or yearly Rent of, &c. for the term of the natural Life of me the ſaid A. B. as in and by the ſaid Deed indented (amongſt divers others, &c.) doth appear. Now know ye that I the ſaid A. B. for good cauſes and conſiderations me moving, have aſſigned and ſet over, and by theſe preſents do, &c. to the ſaid C. D. &c. the ſaid Annuity, &c. of, &c. To have and to hold the ſaid Annuity, or yearly Rent of, &c. unto the ſaid C. D. and his, &c. in as large and ample form, as I the ſaid A. B. may or ought to have and enjoy the ſame, by force of the ſaid Deed indented, or any thing therein contained, together with the Deed indented. In witneſs.

An Aſſignment of an Annuity.

This Indenture, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, Witneſſeth, That the ſaid A. B. hath and by theſe preſents doth, &c. to the ſaid C. D. his, &c. one Annuity or yearly Rent-charge of Fourty Pounds by the Year, to be yearly iſſuing and going out of all that Meſſuage, &c. To be paid to the ſaid C. D. his Heirs, and Aſſigns,

at the Dwelling-houſe of the ſaid C. D. his, &c. yearly and every year, for ever, at the Feaſt of, &c. by even and equal portions, or within five Daies next after either of the ſaid Feaſts: To have, hold, &c. unto the ſaid C. D. his Heirs and Aſſigns for ever, at the ſaid Feaſts of, &c. the firſt payment thereof to begin at the Feaſt of, &c. next enſuing the day of the date of theſe preſents, and not before. Provided alwaies, that if the ſaid A. B. his, &c. or any of them, ſhall at any time hereafter be minded to purchaſe out or redeem the ſaid yearly Rent-charge, and ſhall at any time hereafter by the ſpace of Six Moneths before any Feaſt of St. *Michael*, &c. give knowledge thereof to the perſon of the ſaid C. D. his, &c. or any of them, or ſhall by the ſaid ſpace openly leave to, or for the ſaid C. D. his, &c. at the ſaid now Dwelling-houſe of the ſaid C. D. his, &c. in D. aforeſaid, any writing of the ſaid A. B. his, &c. ſignifying ſuch his minde and purpoſe. And alſo ſhall and will at the Feaſt of the Annuntiation of, &c. then next following, after ſuch notice given, or writing left as aforeſaid, pay or cauſe to be paid to the ſaid C. D. his, &c. at his ſaid Dwelling-houſe the ſum of, &c. together with the Arrearages of the ſaid Annuity (if any there ſhall be) before the ſaid Feaſt of the Annuntiation, &c. behind and unpaid at one entire payment, that then immediately from and after the payment of the ſaid ſum of, &c. and the ſaid Arrearages of the ſame, if any ſhall be, the ſaid Annuity or annual Rent-charge of, &c. by the year, and

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theſe preſents, and every Covenant, Article and thing therein to the contrary in any wiſe notwithſtanding. In witneſs, &c.

This Indenture made, &c. between G. H. on the one party, and F. K. on the other party, Witneſſeth; That the ſaid G. H. for and in conſideration of the Sum of, &c. and by this Indenture doth for him and his Heirs clearly give and grant unto the ſaid F. K. and his Heirs the yearly Rent, or Sum, &c. iſſuing and going forth of all that Capital Meſſuage or Tenement, with the Appurtenances in K. aforeſaid, in the ſaid County of D. commonly called and known by the name of G. Hall, and out of all thoſe Lands and Hereditaments in K. aforeſaid, known, reputed, or taken as part or parcel of the ſaid Tenement, or ſo demiſed or occupied to, or with the ſame, and iſſuing and going forth of all that Meſſuage or Tenement, &c. and forth of all other his Lands, Tenements, and Hereditaments in K. aforeſaid, in the ſaid County of D. To have, hold, perceive and enjoy the ſaid Annual Rent or Sum, &c. or any part or parcel thereof, to be in arrear or unpaid, by the ſpace of Twenty daies next after any of the ſaid Feaſts, or Days whereat the ſame ought to be paid, that then and from thenceforth it ſhall be lawful for and to the ſaid F. K. his Heirs and Aſſigns, into the ſaid Meſſuages, Lands, and Premiſſes, and every part and parcel thereof to enter and diſtrein, and the diſtreſſes then and there found, to lead, drive and chaſe, and carry away, and the ſame to detain and keep until ſuch time or times as

he or they ſhall be fully ſatisfied, contented and paid the ſaid Annual or yearly Rent of, &c. with the arrearages thereof, if any ſuch be: And the ſaid G. H. doth alſo covenant, &c. to and with, &c. That if it ſhall happen the ſaid annual Rent, &c. or any part or parcel thereof, to be in arrear and unpaid by the ſpace of Thirty Days next after any of the ſaid Feaſts, or Days whereat the ſaid annual Rent ought to be paid, that then and from thenceforth the ſaid G. H. his Heirs and Aſſigns ſhall forfeit and looſe to the ſaid F. K. his Heirs and Aſſigns the Sum of Ten Pounds of lawful *Engliſh* Money, *nomine pœnæ*, for every ſuch default: And the ſaid G. H. doth likewiſe covenant and grant for him, his Heirs and Aſſigns to and with the ſaid F. K. his Heirs and Aſſigns by this Indenture, That if it ſhall fortune the ſaid Annual Rent or Sum, &c. or any part or parcel thereof, or the ſaid Sums of, &c. to be forfeited *nomine pœnæ*, if any ſuch ſhall be, or any of them to be in arrear and unpaid by the ſpace of Fourty Daies next after any of the ſaid Feaſts, whereat the ſame Annual Rent ought to be paid; or if it ſhall fortune that no ſufficient diſtreſs or diſtreſſes can be had or taken in, or upon the premiſſes, according to the true intent and meaning of theſe preſent Indentures: or if it ſhall happen any reſcous or Pound-breach to be made, or any Replevin or Repleving to be ſued, or obtained of, or for, or by reaſon of any Diſtreſs and Diſtreſſes, to be taken by virtue of theſe preſents, as is aforeſaid, that then and from thenceforth it

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ſhall and may be lawful for and to the ſaid F. K. his Heirs and Aſſigns into the ſaid Meſſuages, Lands and Premiſſes, out of which the ſaid Annual Rent is granted to enter; and the ſame, and every part thereof to uſe, have and enjoy to his and their own uſe and uſes: and the Rents, Iſſues and Profits thereof coming and ariſing to receive and take, and the ſame to detain and keep to his and their own uſe, without any account making thereof to the ſaid G. H. his Heirs or Aſſigns; and to uſe and occupy the ſaid Lands and Premiſſes to his and their own uſe, until ſuch time as the ſaid Annual Rent or Sum of, &c. and every part and parcel thereof, and the Arrearages of the ſame, together with the ſaid Sum or Sums to be forfeited *nomine pœnæ* (if any ſuch be) unto the ſaid F. K. his Heirs and Aſſigns fully from time to time paid by the ſaid G. H. his Heirs or Aſſigns, or ſome of them; of which ſaid Sum of, &c. the ſaid G. H. hath put the ſaid F. K. in full poſſeſſion and ſeiſin, by the payment and delivery of Twelve Pence of lawful *Engliſh* Money, being parcel of the ſaid Rent unto the ſaid F. K. at the enſealing and delivery thereof. And the ſaid G. H. doth further covenant for him, his Heirs, &c. to and with the ſaid F. K. his Heirs, &c. that he the ſaid G. H. ſhall well and truely pay, or cauſe to be paid unto the ſaid F. K. his Heirs and Aſſigns yearly, the ſaid annual Rent of Fourty Pounds, and every part and parcel thereof, in and upon every of the ſaid Feaſt-daies before mentioned, or within Twenty

Daies next after every of the said Feast-daies, at or in the said now Dwelling or Mansion-house of the said F. K. at S. aforesaid, within the said County of D. And the said G. H. doth further covenant for him, his Heirs and Assigns, to and with the said F. K. his Heirs, Executors and Assigns, by these presents, that he the said G. H. is the day of the date hereof lawfully seised of a good and perfect Estate of Inheritance in Fee-simple, of and in the said Messuages, Lands and premisses, and every part thereof, at the day of the date hereof; and that the said premisses out of which the said Rents of Fourty Pounds is granted, and every part and parcel thereof, at the Day of the date hereof, or at or before the said Feast of, &c. which shall be in the year of our Lord God, &c. shall be and from henceforth so remain and continue free and exonerated, and clearly discharged, or otherwise saved harmless by the said G. H. or his Heirs, Executors, or Assigns, of and from all former Bargains, Leases, Titles, Charges, and Incumbrances whatsoever, one Annuity or Rent-charge of, &c. by year yearly going forth of certain of the said Lands and premisses, called G. to R. S. and his Heirs, and one other Annuity, or Rent-charge of, &c. by year yearly going forth of the said Lands and Premisses to the said R. S. his Executors or Assigns, from the third day of *October* next ensuing the date hereof, for and during the term and space of, &c. then next and immediately following, fully to be compleat and ended; and Leases for years heretofore made, not exceeding

ceeding the number of ten years from the date hereof, whereupon the formerly accuſtomed yearly Rents or more are reſerved, and the title of Dower of E. now Wife of the ſaid G. and the Rents and Services hereafter to be due to the chief Lord or Lords of the Fee or Fees thereof, only excepted and foreprized.

And the ſaid G. H. doth further covenant, *&c.* That the ſaid Lands and Premiſſes beforementioned, out of which the ſaid Rent is granted, are of the clear yearly value of Fourty Pounds, over and above all Charges, Annuities and Repriſes. And the ſaid G. H. doth alſo covenant, *&c.* that he the ſaid G. H. ſhall and will before the Feaſt of *Eaſter* next enſuing the date hereof, at the coſts and charges of the ſaid G. H. levy a Fine in due Form of Law to N. C. and R. C. and to the Heirs of one of them, of all and ſingular the ſaid Meſſuages, Lands and Premiſſes, and of every part and parcel thereof, by the name and names of four Meſſuages, *&c.* or by ſuch or the like name or names in effect and meaning: by which ſaid Fine the ſaid G. H. ſhall recognize the ſaid Tenements with the Appurtenances to be the right of the ſaid N. as thoſe which the ſaid N. and R. have of the gift of the ſaid G. and the ſame remiſe and quit claim from him the ſaid G. and his Heirs, to the ſaid N. and R. and the Heirs of the ſaid N. for evermore. And further, the ſaid G. ſhall by the ſame Fine grant for him and his Heirs, that they ſhall warrant to the ſaid N. C. and R. C. and the Heirs of the ſaid N. the Tenements aforeſaid with the

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Appurtenances, againſt all men for evermore; which ſaid Fine ſo to be levied and perfected of the ſaid Lands and premiſſes, by the name and names aforeſaid, or by any other name or names whatſoever, is meant and intended. And the ſaid Parties do accordingly conclude and agree for them, and their Heirs, that the ſaid Fine, and all and every other Fine and Fines, Recovery and Conveyance hereafter to be had, made, or executed by or between the ſaid Parties, or between the ſaid G. H. and any other perſon or perſons by the appointment or nomination of the ſaid F. K. his Heirs or Aſſigns of the ſaid Lands, and Premiſſes, or of any part thereof, ſhall be to the uſes, behoofs, intents and purpoſes hereafter in this Indenture mentioned and expreſſed, and to and for none other uſe, intent or purpoſe. And it is further concluded and agreed by and between the ſaid Parties to this Indenture, for them and their Heirs, and either of the ſaid Parties doth ſeverally covenant and conclude to and with other, their Heirs and Aſſigns, that the ſaid N. C. and R. C. and their Heirs, and all and every other perſon or perſons, and their Heirs, that now be, or then ſhall ſtand or be ſeiſed of the ſaid Lands and Premiſſes, or of any part or parcel thereof, ſhall from and immediately after the ſaid Fine be perfected, ſtand, and be ſeiſed of the ſaid Lands and Premiſſes to theſe intents and purpoſes following; that is to wit, That if the ſaid Annual Rent or Sum of Fourty Pounds, or any part or parcel thereof, or the ſaid Sum or Sums of ten Pounds

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to be forfeited *nomine pœnæ*, or any of them, at any time or times hereafter, ſhall fortune to be in arrear and unpaid by the ſpace of Fourty Daies next after any of the ſaid Feaſts, whereat the ſaid Annual Rent ought to be paid at the place before-mentioned; or if no ſufficient Diſtreſs can be found as aforeſaid, or any Reſcous, or Pound-breach, or Replevin ſhall happen to be had or made as is aforeſaid: That then and from thenceforth, and at all and every time and times, and from time to time, it ſhall and may be lawful for the ſaid F. K. his Heirs and Aſſigns, into the ſaid Meſſuages, Lands and Premiſſes out of which the Rent is granted, and every part and parcel thereof to enter, and the ſame and every part therof to have and enjoy, and the Rents, Iſſues and Profits thereof coming and ariſing, to receive and take, and the ſame to detein and keep to his or their own uſe, without any accompt making thereof to the ſaid G. H. his Heirs, or Aſſigns; and to uſe and occupy the ſaid Lands and Premiſſes to his or their own uſe and benefit, until ſuch time and times as the ſaid Annual Rent of Fourty Pounds, and the Arrearages thereof, together with the ſaid Sum or Sums to be forfeited *nomine pœnæ*, if any ſuch be, unto the ſaid F. K. his Heirs and Aſſigns ſhall be fully from time to time paid by the ſaid G. H. his Heirs and Aſſigns, or ſome of them, according to the true meaning of theſe preſents; and that after payment of the ſaid Annual Rent of Fourty Pounds, and of the ſaid Sum or Sums to be forfeited *nomine*

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pœnæ, if any ſuch be, unto the ſaid F. K. his Heirs and Aſſigns, ſhall be fully from time to time paid by the ſaid G.H. his Heirs or Aſſigns, or ſome of them, according to the true meaning of theſe preſents; and that after payment of the ſaid Annual Rent of Fourty Pounds, and of the ſaid Sum or Sums to be forfeited *nomine pœnæ*, if any ſuch ſhall be, and of every part and parcel of the ſaid Rent and Penalty, when and as often as they, or any of them, ſhall fortune to be behinde in form aforeſaid, had and made unto the ſaid F. K. his Heirs and Aſſigns with the Arrearages thereof (if any ſuch be) the ſaid Fine, and all and every other aſſurance to be had or made of the ſaid Lands and Premiſſes, or of any part thereof, by the appointment and nomination of the ſaid F. K. ſhall be deemed and taken to be to the uſe and behoof of the ſaid G. H. his Heirs and Aſſigns for ever; with this condition, limitation, and purpoſe, That it ſhall and may alwaies be lawful to the ſaid F. K. his Heirs and Aſſigns, to enter into the ſaid Lands and Premiſſes out of which the ſaid Rent is granted, for default of payment of the ſaid Annual Rent by the ſpace of Fourty daies, at all and every ſuch time and times as the ſame ſhall be in arrear, and to take and receive the Iſſues and Profits, uſe and occupation of the ſaid Lands and premiſſes; until he or they be paid the ſame Annual Rent with the Arrearages thereof; and the ſaid Sum or Sums to be forfeited *nomine pœnæ*, if any be, and every part thereof, from time to time, according to the meaning of this Indenture.

And

And the ſaid G. H. doth furthermore covenant, *&c.* that he the ſaid G. H. and his heirs, ſhall and will from time to time, and at all times hereafter, when and as often as he or they, or any of them ſhall be thereunto reaſonably required by the ſaid F. K. his Heirs or Aſſigns, within the time and ſpace of five years next enſuing the date hereof, do, execute, acknowledge or make, or cauſe and ſuffer to be done, executed, acknowledged and made, all and every ſuch further act and acts, thing and things of aſſurance, deviſes and aſſurances whatſoever, as ſhall be reaſonably deviſed or adviſed by the ſaid F. K. his Heirs or Aſſigns, or by his or their counſel, for the further and better aſſurance, ſurety, and ſure-making of the ſaid Annual Rent of, *&c.* unto the ſaid F. K. his Heirs or Aſſigns, according to the effect and true meaning of theſe preſents, at the coſts and charges in the Law of the ſaid G. H. So that the ſaid G. be not compelled to travel above twenty Miles from the place where he now dwelleth, for the making or doing of any ſuch further aſſurances.

Provided alwaies, and it is concluded and agreed by and between the ſaid Parties to this Indenture, for them, their Heirs and Aſſigns; That if the ſaid G. H. his, *&c.* or any of them, do well and truely content and pay, or cauſe, *&c.* unto the ſaid F. K. his, *&c.* the ſum of, *&c.* in or upon the Feaſt-day, *&c.* which ſhall be *Anno Domini*, &c. at, or in the now Manſion-houſe of the ſaid F. K. at S. aforeſaid, between the hours of, *&c.* that then and from thence-

thenceforth this preſent grant, and all and every Clauſe and Article herein contained, and all Bonds for further aſſurance, and enjoying of the ſaid Annual Rent, to be utterly void and of none effect, the ſaid Fine or other Conveyance to be made of the premiſſes, by the appointment of the ſaid F. K. notwithſtanding: provided alſo that if the ſaid G. H. his, &c. do make default in payment of the ſaid ſum of, &c. upon the ſaid Feaſt-Day of, &c. which ſhall be in the ſaid year of our Lord God, &c. at the place aforeſaid, whereby the ſaid Annual Rent of, &c. by the true meaning of this Indenture, is to continue to the ſaid F. K. and his Heirs; yet nevertheleſs the ſaid F. K. is contented, and accordingly doth covenant and conclude, for him, &c. that if the ſaid G. H. at any time during his natural Life, and during the Life of the ſaid F. K. together, ſhall be minded, that the ſaid Yearly Rent, or Sum of, &c. ſhall ceaſe, and have no further being or continuance, and thereupon the ſaid G. H. during the Life of him, and of the ſaid F. K. do by his Writing under his Hand and Seal, ſealed in the preſence of three, or more, ſubſtantial and credible Witneſſes, upon either of the ſaid Feaſt-days give notice or warning unto the ſaid F. K. at his now Manſion-houſe at S. aforeſaid, That he the ſaid G. is minded that the ſaid Yearly Rent or Sum of Fourty Pound ſhall ceaſe and have no further being or continuance: And alſo do well and truely pay, and cauſe to be paid unto the ſaid F. K. or his Aſſigns, the Sum of Four Hundred Pounds of lawful

lawful *English* Money, at or in the ſaid now Dwelling-houſe of the ſaid F. K. at D. upon the Feaſt-day, or day of Payment next after ſuch warning or notice given, with the half years Rent that ſhall be due upon the ſame Feaſt-day, That then and from thenceforth after ſuch Payment of the ſaid Sum of, &c. had and made in manner and form aboveſaid; and upon the payment of the ſaid half years Rent which ſhall be due at the end of the ſaid half year, the ſaid yearly Rent of Fourty Pounds to ceaſe and be determined; and the ſaid Clauſe of Diſtreſs, and all and every other Article, Thing, Covenant and Grant herein mentioned, for giving any benefit to the ſaid F. K. his Heirs or Aſſigns. And the ſaid Bonds for further aſſurance or conveyance of the ſaid Annual Rent of, &c. to be utterly void and none effect, any thing in theſe preſents before mentioned to the contrary, &c. And laſtly, it is agreed between the ſaid Parties, for them and their Heirs, and either of the ſaid Parties doth ſeverally conclude and covenant to and with the other Party and their Heirs, that the ſaid Fine before-mentioned, and all and every other Fine and Fines, Act and Acts, Thing and Things, Conveyance and Aſſurance hereafter to be had, made, or aſſured by or againſt the ſaid G. H. of the ſaid Lands and Premiſſes, or of any part thereof, ſhall be to the uſe, intent, and true meaning of theſe preſents, and upon Condition and Conditions herein mentioned: and to none other uſe, intent, or purpoſe. In witneſs, &c.

This Indenture, &c. between A. B. of the one

one part, and C. D. of, &c. of the other part, Witneſſeth, That the ſaid A. B. in conſideration of, &c. hath granted, &c. and by theſe preſents doth, &c. Common of Paſture for all and all manner of Beaſts and Cattle of the ſaid C. D. his Heirs and Aſſigns, in and upon the Common and waſte Grounds, parcel of the Lordſhip and Mannour of S. within the Pariſh of D. in the County of G. To have and to hold to the ſaid C. D. his Heirs and Aſſigns, to the uſe of him the ſaid C. D. and his Heirs and Aſſignes for ever.

Or thus: Know ye, that I A. B. of, &c. in conſideration of, &c. hath given, granted, and confirmed; and by theſe preſents, &c. to C. D. of, &c. yearly during the life of the ſaid C. D. the keeping and feeding of one Hundred Sheep, as well in my Sheep-paſture, Sleight and Feeding, of and with my own Sheep to be kept, depaſtured and fed throughout the whole year, and within my Mannour of D. in the Pariſh of *Sale*, in the County of G. as in all and ſingular my Lands and Tenements in *Sale* aforeſaid. To be had, held and enjoyed to the ſaid C. D. and his Aſſigns, during all the Life of the ſaid C. D. In witneſs, &c.

Or thus: Witneſſeth, &c. Common of Paſture, feeding for ten Kine, in all the Lands, Meadows and Paſtures of the ſaid A. B. in the Pariſh of *Dale*, in the County of G.

Or thus: Common of Paſture, and feeding for all the Beaſts and Cattle of the ſaid C. D. whereſoever the Cattle of the ſaid A. B. ſhall go in the Pariſh of *Dale*, in the County of G. To have, &c. In witneſs, &c. Sect.

SECT. 13.

Surrenders.

This Indenture, *&c.* Witneſſeth, That where the ſaid C. D. doth hold for term of his Life, all that one Meſſuage, *&c.* the immediate Remainder or Reverſion whereof is and belongeth to the ſaid A. B. Now the ſaid C. D. for divers good cauſes, *&c.* hath granted and ſurrendred, and by theſe preſents doth grant and ſurrender to the ſaid A. B. all and ſingular the ſaid Meſſuage, *&c.* and all my Eſtate, Right, Title, and Intereſt therein; To have and to hold to the ſaid A. B. and his Heirs for ever; upon condition, That if the ſaid A. B. do not pay unto the ſaid C. D. the Sum of one Thouſand Pounds, upon the Twentieth day of *May*, now next following, at, or in the Dwelling-houſe of the ſaid C. D. in S. That then and from thenceforth this preſent Grant and Surrender to be utterly void, and of none effect; and it ſhall be lawful to and for the ſaid C. D. into all the ſaid premiſſes to reenter, and the ſame to have again, as in his or their former eſtate, any thing herein to the contrary notwithſtanding.

And the ſaid A. B. doth, *&c.* That he the ſaid A. B. ſhall permit and ſuffer the ſaid C. D. and his Aſſigns, to take all the Rents, Iſſues and Profits of the ſaid premiſes to their own uſe, without any account thereof making, until the ſaid Twentieth Day of *May*. In witneſs, *&c.*

To all, &c. Whereas the ſaid C. D. and E. F. have and do hold jointly for term of their Lives, and the Life of the longeſt Liver of them, one Meſſuage, &c. of the demiſe and grant of one M. S. as by Deed of the demiſe and grant thereof, made by the ſaid M. S. at large appeareth: Now know ye, that the ſaid C. D. for divers good cauſes him thereunto moving, doth by theſe preſents ſurrender and yield up unto the ſaid A. B. (to whom the reverſion of the premiſſes is granted, and doth belong) for the term of the Life of the ſaid C. D. all his Eſtate, Title, and Intereſt in and to the premiſſes, and in and to every part thereof, in as large and ample manner, as the ſaid C. D. can or may ſurrender the ſame. In witneſs, &c.

SECT. 14.

Releaſes and Acquittances.

To all, &c. Whereas C. D. of, &c. holdeth of me, one Meſſuage, &c. for a term of years [or for the term of his Life.] Now know ye, That I the ſaid A. B. for divers good cauſes me thereunto eſpecially moving, have remiſed, releaſed, and quit claimed, and by theſe preſents do releaſe and quit claim to the ſaid C. D. and his Heirs for ever, being in full and peaceable poſſeſſion thereof, all my Right, Title, Claim, Intereſt and Demand which I have or may, or of Right ought to have, of, and in, or to the ſaid Meſſuage, &c. or any part thereof.

To

To all, &c. Know ye, That I A. B of, &c. do for me, my Executors and Administrators, remise, release, and quit-claim unto D. of, &c. his Heirs, Executors and Administrators, all and all manner of Actions, Suits, Debts, Judgements, Executions, Covenants, Accounts and Demands whatsoever, which I have, or may have against the said C. D. his Executors or Administrators, for any cause or matter whatsoever, from the beginning of the world to the Day of the date of these presents. In witness, &c.

Received by me A. B. of, &c. the Twentieth Day of *May* 1655. of C. D. of, &c. the Sum of Ten Pounds of, &c. for his half years Rent due to me, for his House in *Dale* at *Michaelmas* last: Of which said Sum, as I do hereby acknowledge the receipt, so do I acquit and discharge him the said C. D. his Executors and Administrators for ever by these presents, &c. In Witness, &c.

SECT. 15.

Confirmation.

Know all men, &c. That I A. B. of, &c. have ratified, approved and confirmed, and by these presents do, &c. to C. D. being in his full and peaceable possession and seisin, all that Messuage, &c. and all my Estate, Possession and Interest that I have, or may have of and in the same: To have and to hold the said Messuage, &c. to the said C. D. his Heirs and Assigns for ever. In witness, &c.

SECT. 16.

Defeazance.

This Indenture, *&c.* Between A. B. of, *&c.* of the one part, and C. D. of, *&c.* of the other part. Whereas the ſaid C. D. by one Statute-Merchant bearing the date hereof, taken and acknowledged before L. M. and N. O. Bayliffs of, *&c.* Keepers of the greater part of the Seal of the ſaid Statutes, and W. S. Gent. Clerk of the ſaid Statutes, Keeper of the leſſer part of the ſaid Seal, doth ſtand bound to the ſaid A. B. in the Sum of Five Hundred Pound of lawful, *&c.* payable, as in and by the ſaid Statute appeareth; nevertheleſs it is agreed between the ſaid Parties, and the ſaid A. B. is contented and pleaſed, and by theſe preſents for him, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and grant to and with the ſaid C. D. his Heirs, Executors, Adminiſtrators and Aſſigns, in manner and form following; that is to ſay, that if the ſaid C. D. his Executors, Adminiſtrators, or Aſſigns, or any of them, do well and truely pay or cauſe to be paid unto the ſaid A. B. his Executors, Adminiſtrators, or Aſſigns, the yearly Sum of Twenty Pounds of lawful, *&c.* at or in, *&c.* upon the firſt day of *Auguſt*, and the firſt day of *February* yearly, and every year, by equal portions, until the firſt day of *February*, which ſhall be in the year of our Lord 1670. and ſhall alſo pay or cauſe to be paid to the ſaid A. B. his Executors, Adminiſtrators

miniſtrators or Aſſigns the Sum of two Hundred Pounds of lawful, &c. at, in, and upon the firſt day of *February*, which ſhall be in the ſaid year of our Lord, 1670. at or in C. That then and from thenceforth the ſaid Statute ſhall be void and of none effect. In Witneſs, &c.

SECT. 17.

Bills and Obligations.

Memorandum, That I A. B. of, &c. do owe to C. D. of, &c. the ſum of Ten Pounds of lawful, &c. to be paid to him, his Executors or Adminiſtrators, upon the Twentieth Day of *May* next enſuing the date hereof, at or in, &c. For the payment whereof I bind me, my Heirs, Executors, and Adminiſtrators by theſe preſents. In witneſs, &c.

Memorandum, That we A.B. of, &c. and C.D. of, &c. do owe unto R. S. of, &c. ten Pounds of lawful, &c. to be paid to him, his, &c. at or in the dwelling, &c. and in manner following, *viz.* upon the Feaſt-day of, &c. now next coming, Five Shillings; and upon the Feaſt-day of the Annunciation, &c. then next following, other Five Shillings; and ſo from thenceforth yearly and every year then next and conſequently following, upon every of the ſaid Feaſt-days aforeſaid, one following another, Five Shillings, until the ſaid Ten Pounds be fully paid. To the which payment I binde my Heirs, Executors and Adminiſtrators, unto the ſaid R. S. his Executors, Adminiſtrators, and Aſſigns, in the penalty of Ten Pounds of like Money by theſe preſents, In witneſs.

Obligations, Bills, and Conditions of Obligations.

Know all men by theſe preſents, that we A. B. of, *&c.* and C. D. of, *&c.* are holden and firmly bound unto R. S. of, *&c.* in one Hundred Pounds of lawful, *&c.* to be paid to the ſaid R. S. his Executors, Adminiſtrators or Aſſigns; to the which payment well and truely to be made, we bind us, and either of us by himſelf, for the whole, and in the whole, and every of our Heirs, Executors and Adminiſtrators firmly by theſe preſents. Sealed with our Seals, dated the Tenth day of *May*, in the year of our Lord 1675.

If it be but one bound, then you are to ſay only, I binde me, my Heirs, Executors and Adminiſtrators, leaving out, either of us by himſelf for the whole, &c.

The Condition of this Obligation is ſuch, That if the abovebounden A. B. his Executors, *&c.* ſhall and do well and truely pay unto the above-named R. S. his Executors, *&c.* the Sum of Fifty Pounds of lawful, *&c.* at and upon the Twentieth Day of *May* now next following after the Date of theſe preſents, at or in the now Dwelling-houſe of the ſaid R. S. That then this Obligation ſhall be void.

That whereas the abovenamed W. S. at the entreaty and earneſt requeſt of the above-bounden I. H. became jointly and ſeverally bounden together with the ſaid I. H. and for the debt of the ſaid I. H. in one Bond or Obligation of Twenty Pounds, bearing date, *&c.* for the payment

payment of the Sum of Ten Pound of, &c. unto I. C. of, &c. at, in, or upon, &c. at or in, &c. as by the ſaid Obligation and Condition thereof may appear. Now if the ſaid I. H. his, &c. or either of them, ſhall well and truely ſatisfie, content and pay, or cauſe to be paid unto the abovenamed I. C. his, &c. the ſaid Sum of Ten Pound of, &c. at, in and upon the ſaid Feaſt of, &c. at or in the ſaid, &c. and alſo abſolutely ſave and keep harmleſs the ſaid W. S. his, &c. of or from the ſaid Bond or Obligation, and from all damage, detriment or loſs that may happen to the ſaid W.S. his, &c. for or by reaſon of the ſaid Bond or Obligation.

Or otherwiſe: If the ſaid I. H. his Executors, &c. do and ſhall within ten daies next after the ſaid Feaſt deliver, or cauſe to be delivered into the hands of the ſaid C. D. his Heirs, Executors, or Adminiſtrators, the ſaid Bond or Obligation cancelled, or elſe ſome ſome other lawful and ſufficient Acquittance, or other Diſcharge of and concerning the ſame, That then, &c.

That if the above-bounden A. C. his Heirs, Executors or Adminiſtrators, ſhall for his and their parts well and truely hold, obſerve, perform, fulfil and keep all and ſingular the Covenants, Grants, Payments, Articles and Agreements, which on the part and behalf of the ſaid A. are to be holden, obſerved, performed, fulfilled, done and kept, contained and ſpecified in a certain pair of Indentures, bearing date the day of the date hereof, made between

the ſaid A. C. of the one part, and the abovenamed D. E. of the other part, according to the true meaning thereof, that then, &c.

The condition, &c. That if the above bound T. B. his, &c. or any of them, ſhall for his and their parts well and truely hold, obſerve, perform, fulfil and keep one Covenant, contained, and ſpecified, and written in a certain pair of Indentures, bearing date the day of the date of theſe preſents, made between the ſaid T. B. of the one part, and the above-named R. B. on the other part; which on the part of the ſaid T. his, &c. are to be performed, touching and concerning the payment of Twenty Pound for every Acre of the ſaid Lands, Tenements, Feedings, and Hereditaments in and by the ſaid Indenture mentioned, or meant to be ſold by the ſaid T. to the ſaid R. B. which ſhall be evicted or recovered out of the portion of the ſaid R. his, &c. and ſo after the rate of a greater or leſſer quantity of the ſaid premiſſes ſo evicted, to be paid by the ſaid T. B. his, &c. according to the true purport and meaning of the ſaid Covenant, as by the ſaid Covenant more at large appeareth. That then, &c.

The condition, &c. That whereas the above bound I. S. for a competent Sum of Money to him the ſaid I. by the abovenamed W. F. in hand paid, hath undertaken to maintain and keep G. the Wife of the ſaid W. being a Woman diſeaſed, in the Poor-houſe without St. *Bennets*-Gate, in, &c. during her Life: Now if the ſaid I. his, &c. ſhall at all times hereafter, and from time to time, during the natural Life of the

the ſaid C. maintain and keep, or cauſe to be maintained and kept the ſaid G. within the ſaid houſe, and finde unto her ſufficient Meat, Drink, and all other Neceſſaries; and of and from the maintaining and keeping of the ſaid G. ſhall from time to time diſcharge the ſaid W. his, &c. and alſo the Townſhip and Inhabitants of C. aforeſaid, That then, &c.

The Condition, &c. That whereas the above bound W. R. and J. his Wife, are deſirous to make their aboad and dwelling in the aforeſaid Town of B. And that the ſaid W. to that purpoſe intendeth to hire a Houſe within the ſaid Town; if therefore the ſaid W. R. nor J. his Wife, nor any of the Children of the ſaid W. and J. now begotten, or hereafter to be begotten, by or of either of them, ſhall not at any time hereafter be chargeable to any of the Inhabitants of the ſaid Townſhip of B. in reſpect of any Poverty of eſtate, which may befal unto them, or any of them. And further alſo if the ſaid W. and J. ſhall upon the Feaſt of, &c. next enſuing the date hereof, or within Ten Daies then next enſuing, quietly and peaceably depart out of the ſame Town, and dwell elſewhere out of the ſame Town (except further allowance be given unto them by the joint conſent of the Church-Wardens and Overſeers of the Poor of the ſaid Town for the time being) That then, &c.

The Condition, &c. That whereas the above bound J. Y. ſhall (by the Grace of God) marry and take to Wife B. G. one of the late Daughters of P. G. deceaſed. Now if the

ſaid

ſaid Marriage ſhall take effect, if then the ſaid J. Y. or his Heirs or Aſſigns ſhall within one year next after the ſaid Marriage ſo had, or at the day of his Death, which of them ſhall firſt happen or come, ſufficiently in the Law convey or aſſure, or cauſe to be conveyed or aſſured to the ſaid B. or to ſome other perſon or perſons to her uſe, Lands, Tenements, Rents, or Hereditaments of a good, perfect and indefeazible Eſtate or Eſtates in Fee-ſimple, of the clear yearly value of, &c. over and above all reprizes, to the onely uſe of the ſaid B. and her Aſſigns, for the term of her natural Life. And that the ſaid Lands, Tenements, Rents, and Hereditaments, ſo to be conveyed and aſſured, ſhall at the time of the conveying and aſſuring of the ſame, be, and from time to time for ever after, during all the life time of the ſaid B. ſhall continue free and clear of, and from all manner of charges and incumbrances whatſoever. That then, &c.

That whereas I. R. the Son of R. R. hath by his Indenture, bearing date the day of the date of theſe preſents, put himſelf an Apprentice unto the abovenamed W. L. for the term of, &c. unto the Trade and Occupation of, &c. and to all ſuch other Trades, Occupations and Myſteries as the ſaid W. during the term aforeſaid, ſhall uſe and exerciſe, as by the ſaid Indenture more at large appeareth. Now if the ſaid I. R. ſhall not at any time hereafter, during the ſaid term, imbezzle, convey away, purloyn, waſte, or miſpend any of the Goods and Chattels, Wares and ready Money of the ſaid W.

W. his ſaid Executors, or Adminiſtrators, that ſhall at any time, during the ſaid term, be committed to the charge and cuſtody of the ſaid I. to be ſold, ſhall well and faithfully by his attendance, and by his beſt endeavour, and to the beſt benefit and profit of the ſaid W. his ſaid Executors, or Adminiſtrators, as the Market and Prices ſhall rule, ſell and utter for and in the name of the ſaid W. his Executors and Adminiſtrators, to ſuch perſon and perſons, Copemen of ſuch Wares, as the ſaid W. his Executors or Adminiſtrators ſhall adviſe and direct, for ready Money, or at reaſonable Daies. And alſo of all ſuch Sales, and of all ſuch Sums of Money, with as much convenient ſpeed as he can, make and yield unto the ſaid W. his, *&c.* a true and perfect accompt in writing; and ſhall from time to time, in convenient time, do his beſt endeavour to gather in the Debts owing to the ſaid W. for the Wares ſo by him ſold, and all ſuch Sum and Sums of Money as he ſhall receive from time to time, in moſt convenient time ſhall pay or cauſe to be paid to the ſaid W. his ſaid Executors or Adminiſtrators. That if the above-bounden A. his, *&c.* or any of them do pay or cauſe, *&c.* unto the above-named C. D. his, *&c.* at or in, *&c.* the Sum of, *&c.* of lawful, *&c.* within the time and ſpace of, *&c.* next enſuing after the Day of Marriage, or Hour of Death of him the ſaid A. B. which ſhall firſt happen after the date of theſe preſents, That then, *&c.*

Whereas a Marriage is ſhortly to be had and ſolemnized

ſolemnized between the above-bounden A. and one M. B. Daughter of the ſaid named B. The Condition of, &c. is ſuch, That if the ſaid M. ſhall dye without any Iſſue Male of her Body begotten by the ſaid A. having any Daughter or Daughters by the ſaid A. Then if the ſaid A. his Heirs, Executors, or Adminiſtrators, or either of them, ſhall well and duely pay, or cauſe to be paid to the Eldeſt Daughter of the Bodies of the ſaid A. and M. which ſhall be living at the time of the deceaſe of the ſaid M. Ten Pounds of, &c. at her the ſaid Eldeſt Daughters Day of Marriage, or Age of Eighteen Years, whether of them ſhall firſt happen, and the yearly Sum of Twenty Pounds of, &c. every year, from the deceaſe of the ſaid M. until the full payment of the ſaid Ten Pound; and unto the Second Daughter of the Bodies of the ſaid A. and M. which ſhall be living at the time of the deceaſe of the ſaid M. if any ſuch Daughter ſhall be, Ten Pounds of like, &c, as in the laſt. Or elſe if the ſaid M. ſhall dye without any Iſſue Female of her Body by the ſaid A. begotten: That then, &c.

That whereas I.S. the Son of W.S. being under the age of fourteen years, *viz.* of the age of ſix years or thereabouts, hath taken to Wife K. one of the Daughters of H. R. That if the ſaid H. R. his Executors, &c. ſhall pay to the ſaid W. S. the ſum of one hundred pounds of, &c. within a month after the ſaid I. S. and K. ſhall come to the age of fourteen years, and agree to the ſaid Marriage, That then, &c.

The

The Condition is ſuch, That if the above-bounded A. B. his Heirs, Executors, Adminiſtrators, and Aſſigns, for his and their parts and behalf, do and ſhall from time to time, and at all times hereafter in all things well and truely ſtand to, abide, perform, fullfil, and keep the Award, Arbitrament, Order, Rule, Judgement, final determination and end of L. M. of, *&c.* and N. O. of, *&c.* Gentlemen, Arbitrators indifferently choſen as well by the ſaid A. B. of the one part, as the ſaid C. D. of the other part, to award, order, rule, judge of and upon, and finally to end and determine all and all manner of Suits, Actions, Debts, Accounts, Quarrels, Debates, Controverſies, or Demands whatſoever, heretofore had, moved, or ſtirred, or are now depending between the ſaid A. B. and C. D. for any cauſes or matters from the beginning of the World to the day of the date hereof [or if it be any ſpecial matter referred, then ſo it muſt ſay] for any Cauſes or Matters depending between the ſaid A. B. and C. D. for and concerning the Right, Title, or Intereſt of certain Copyhold-lands, lying and being in S. in the County of G. [Or for or concerning the ſum of twenty two ſhillings heretofore taxed upon the ſaid A. B. for divers kind of Pariſh-buſineſs within the ſaid Pariſh of F.] So always as the ſame Arbitrators do make their Award and Judgment of and concerning the premiſſes, by writing indented under both their Hands and Seals, on this ſide the twentieth day of *June* next; and the one part of the ſame Writing indented under their Hands and Seals

Seals do deliver or cauſe to be delivered to the ſaid A. B. requiring the ſame, upon the ſame ſix and twentieth day of *June* next, at the now dwelling-houſe of the ſaid L. M. ſituate in H. aforeſaid, between the hours of two and five of the Clock in the afternoon of the ſame day. And if the ſaid Arbitrators ſhall not make the ſaid Award before the ſaid twentieth day of *June*, then if the ſaid A. B. ſhall ſtand to, abide and perform the Award of I. S. of, *&c.* an Umpire indifferently choſen between the ſaid matters to end the ſaid matters and differences, ſo as the ſame Award be made, ſet down in writing, and given up under the Hand and Seal of the ſaid Umpire before the Feaſt of St. *Michael*, &c. And alſo if the ſaid A. B. does not diſcharge the ſaid Arbitrators or Umpire, or either of them in the mean time, That then, *&c.*

That whereas the Above-bounden A. B. holdeth by two ſeveral Copies of Court-roll of the Mannor of W. (both which Copies do bear date the tenth day, *&c.*) divers Copyhold-lands and Tenements, parcel of the ſaid Mannor, for the term of his life, the remainder to C. B. Son of the ſaid A. B. for the term of his life; and whereas the above-named A. B. intendeth to marry and take to his Wife one I. R. which ſaid I. R. if the ſaid Marriage ſhall be, and ſhe the ſaid I. R. ſhall overlive the ſaid A. B. is and ought by the cuſtome of the ſame Mannor to hold and enjoy the ſaid Copyhold-premiſſes, during her Widowhood. Now the Condition of this Obligation is ſuch, That if the ſaid A. B.

A. B. ſhall not at any time hereafter do, commit or ſuffer, or cauſe, &c. any act or thing whatſoever, whereby or by means whereof the ſaid J. R. ſhall or may be barred, hindred, or foretold to have, hold, or enjoy the ſaid Copyhold premiſſes, or any part thereof, according to the cuſtome of the ſaid Mannour of W. during her Widdowhood; if ſhe the ſaid J. do happen to marry and ſurvive the ſaid A. B. and alſo if the ſaid J. R. and her Aſſigns ſhall and may from and after her Intermarriage with the ſaid A. B. and the Death of the ſaid A. B. have, hold and enjoy the ſaid Copyhold premiſſes, and every part thereof during her Widdowhood, according to the Cuſtome of the ſaid Mannour, without any Let, Suit, Trouble or Interruption of, or by the ſaid A. B. his, &c. or any perſon or perſons lawfully claiming from, by, or under him, them, or either of them, That then, &c.

Any of theſe Covenants there may be turned to a Condition of an Obligation thus, by putting to theſe words [that if] to the beginning of it; and to the end thereof theſe words [that then the Obligation ſhall be void.]

SECT. 18.

Articles of Agreement.

This Indenture made, &c. Witneſſeth, That whereas heretofore divers Controverſies, Suits, and Troubles have riſen, and yet be, betwixt the ſaid Parties, of, about, and concerning one Farm, lying and being in H. within the Townſhip

ſhip of A. in the County of D. in the tenure and occupation of the ſaid T. R. to which Farm the ſaid F. R. maketh claim and pretendeth title and right, to the intent that the aforeſaid title in and to the aforeſaid Farm, may quietly be tried betwixt the ſaid Parties, in ſome of the Kings Majeſties Courts according to the Laws of this Kingdome, with as much ſpeed as the Law will the ſame permit and ſuffer, without any delay to be ſought or had by either of the ſaid Parties: And to the end that Favour, Friendſhip, Neighbourly Love might be in the mean time continued between the ſaid Parties, their Servants, and Families; and that all unlawful and forcible Attempts, Entries, and Breaches of the Kings Majeſties Peace may be eſchewed, and all other enormities and harms that thereupon might grow and come, eſcaped: It is covenanted, *&c.* and either of them for himſelf, *&c.* doth covenant, *&c.* that all the Hay that is or ſhall be gotten in and upon the ſaid Farm, in this next Hay-harveſt, ſhall be mowed, made, and inned at the indifferent Coſts and Charges of both the ſaid Parties, and by their mutual Conſents, Agreements, Directions and Commandments, laid in ſome one convenient place for the preſervation of the ſame within the ſaid Farm, without all covin and deceit. And that all the ſaid Hay ſo inned and placed (as is aforeſaid) ſhall there remain indifferently and ſafely kept unoccupied by either of the ſaid Parties, their, *&c.* until ſuch times as the ſaid pretended title and right be throughly and lawfully tried and known

known between the ſaid Parties, their, &c. and then the ſaid Hay to be delivered to him or them, their, &c. according to their Rights therein, without all covin. And alſo that the ſaid Parties ſhall and may occupy and eat all the Graſs growing in and upon the ſaid Farm, with their Beaſts and Cattle together in common, and undivided, without any diſturbance or let had or made by the one of them to the other of them, and without any let or diſturbance to be made by theirs, &c. of the one of them, to theirs, &c. of the other of them, until the ſaid pretended Right and Title unto the ſaid Farm ſhall be fully and lawfully diſcuſſed, tried and known, betwixt the ſaid Parties, their, &c. according to the Laws of this Nation. And then, and after the ſaid Title and Right fully and lawfully tried and ended by the ſaid Laws, that it ſhall and may be lawful to and for the ſaid Parties, or either of them, their Heirs or Aſſignes, To have, &c. the ſaid Farm with the Appurtenances to their Heirs or Aſſigns, or the Heirs, or Aſſigns of them, or either of them for ever, according to his and their Right and Title ſo to be tried and found, without any further Suit or Trouble. And alſo that this Agreement, nor the indifferent poſſeſſion of the ſaid Farm, to be occupied as is before expreſſed, ſhall not at any time hereafter be prejudicial or hurtful to either of the ſaid Parties, their Heirs or Aſſigns, touching or concerning the Trials of their Titles and Rights, or the Title, Right and Poſſeſſion of either of them; nor that the one ſhall take or ſeek any advantage in Law

thereby againſt the other; but that either of them ſhall and may have and take like advantage in the Law of this Land, the one againſt the other, in as ample and large manner, and in no other wiſe or manner, than as though there had never been any ſuch Order or Agreement, or occupation of the ſaid Farms, made or taken between the ſaid Parties, their Heirs, or Aſſignes, any thing in this preſent Indenture contrary notwithſtanding. And alſo that the ſaid T. R. and F. R. and either of them, their Heirs or Aſſigns, ſhall further and haſte with as much ſpeed as in them or either of them is, and may be done, had and ſuffered by the Law of this Nation, all and every ſuch Action, Suit, or Complaint, as is and ſhall be commenced and begun between them, their Heirs or Aſſignes, for the ſpeedier and better trial of the ſaid pretended Right, Title, or Poſſeſſion of the ſaid pretended Farm, all delays in the ſaid Suit, Action or Complaint ſet apart. And alſo that ſome one Action ſhall be agreed upon between the ſaid T. R. and F. R. wherein the ſaid F. ſhall be Plaintiff or Demandant, by the adviſe of both their Learned Council in the Law, whereby the ſaid pretended Right or Title to the ſaid Farm may be beſt and more ſpeedily tryed and found out, according to the Laws of this Nation, without all covin. And the ſaid T. R. and F. R. ſhall behave themſelves friendly and lovingly the one toward the other, by and during all the time of the ſaid Trial, according to the Laws of God and this Nation. And that for

the better performance and fulfilling of all and ſingular Covenants, Grants and Agreements, contained and ſpecified within theſe preſent Indentures, according to the true meaning thereof, either Party ſhall be bound to other in the Sum of Four Hundred Pounds of lawful *Engliſh* Money, *&c.*

Bargains, and Sales, and Gifts of Goods and Chattels.

This Indenture made, *&c.* Witneſſeth, That the ſaid A. B. hath bargained and ſold, and by theſe preſents bargaineth and ſelleth unto the ſaid C. D. Twenty quarters of Wheat, and Twenty quarters of Rye, good Wheat and Rye, clean and merchantable, with the beſt; accounting eight buſhels with the heap to every quarter: All which twenty quarters of Wheat, and twenty quarters of Rye, the ſaid A.B. doth covenant, *&c.* that he, his Executors or Aſſigns, at his or their own Coſt and Charge, ſhall deliver or cauſe to be delivered unto the ſaid C.D. to his Executors or Aſſignes, frank and free, at the Dwelling-houſe of the ſaid C. D. at L. aforeſaid, before the Feaſt of, *&c.* For the Bargain and Sale of all which twenty quarters of Wheat, and twenty quarters of Rye, and for the delivery thereof in manner and form aforeſaid, the ſaid C. D. covenanteth, *&c.* to pay or cauſe to be paid to the ſaid A. B. his Executors or Aſſigns, for every quarter of the ſaid Wheat eight Shillings, *&c.* and for every quarter of the ſaid Rye ſix Shillings, *&c.* in manner and form following. That is to ſay, *&c.* In witneſs whereof, *&c.*

This Indenture made, &c. Witneſſeth, That the ſaid I. B. for a certain ſum of Money to him in hand paid by the ſaid R. S. whereof the ſaid I. B. acknowledgeth himſelf, &c. hath bargained and ſold by theſe preſents, and for him, his Heirs, Executors and Aſſignes for ever, doth bargain and ſell fourty Oaks, as they ſtand now and grow in a certain Wood, called by the name of B. within the Pariſh of D. in the ſaid County of S. and as the ſame fourty Oaks, and every of them are before the inſealing and delivery of theſe preſent Indentures ſigned and marked, with all commodities belonging to the ſame, unto the ſaid R. S. his Executors, and Aſſignes, and Servants to have free liberty of acceſs, receſs, courſe and recourſe at all times, at their will and pleaſure, to and from the ſaid Wood, called B. without any let, denial or interruption of the ſaid I. B. his Heirs or Aſſignes; as alſo to hew, ſquare, ſawe and bark the ſame Oaks, or any of them. And alſo to uſe any deviſe with Horſe, Carts, and Waynes, and all other deviſes, for the carrying away of the ſaid fourty Oaks and every of them. And alſo that the ſaid R. S. his Executors and Aſſignes to have free liberty until the Feaſt, &c. to dig pits, called Saw-pits, within the ſaid Wood called B. where he thinketh beſt; ſo that the pits be filled again by him the ſaid B. his Executors and Aſſignes, within ſix Weeks after the carrying away of the ſaid Wood and Trees. And he the ſaid R. S. his Executors or Aſſignes, ſhall fence and amend the Hedges and Fences in and about the

the premiſſes, in all ſuch places as ſhall be broken, trodden down, or otherwiſe waſted by occaſion of the premiſſes, at his or their charges, on this ſide, &c. taking ſufficient Hedge-boot upon the ſame grounds for the doing of the ſame. Provided alwaies, that the ſaid R. S. his Executors, Aſſignes or Servants, ſhall at no time hereafter lawfully do any hurt or damage either of the Graſs or Corn, other than for the neceſſary cutting, ſawing and carrying of the ſaid Wood and Trees. In witneſs, &c.

This Indenture, &c. Witneſſeth, That the ſaid A. B. the day of the making hereof, hath bargained and ſold, and by theſe preſent Indentures doth clearly bargain and ſell unto the ſaid E. all thoſe his Woods and Underwoods, now ſtanding and growing in and upon his Groves or Hedge-groves called M. in, &c. And the ſaid E. doth covenant and grant by this Indenture, that he, his Executors or Aſſignes, ſhall leave ſtanding in and upon the foreſaid Lands called M. competent and ſufficient ſtathels and ſtores, according to the Cuſtome in the ſame Countrey heretofore uſed. And alſo the ſaid E. doth covenant and grant by this Indenture, that he, his Executors or Aſſigns, at their own coſt and charges, all Hedges and Defences belonging to the ſaid Groves and Hedge-groves well and ſufficiently ſhall amend, reſtore and repair, when and as often as need ſhall require, from the day of the felling of the ſaid Woods, to the end and term of, &c. then next enſuing, for the ſafeguard of the Springs

growing upon the ſame. And the ſaid E. doth further covenant and grant by theſe preſents, that he, his Executors, or Aſſigns ſhall not fell any of the ſaid Woods or Underwoods, but in due and ſeaſonable times of felling; that is to ſay, yearly between the Feaſts of, &c.

And the foreſaid A. B. for his part doth covenant and grant by this Indenture, that the ſaid G. his Executors and Aſſignes ſhall have free ingreſs and regreſs to and from the ſaid Woods and Underwoods, with Horſe, Cart and Carriage, at all times according to his pleaſure, for the felling, hewing, cutting down, and carrying away the aforeſaid Underwoods, in manner and form afore declared, during all the foreſaid term, without let or interruption of any perſon or perſons. For the ſale and bargain of all which Woods and Underwoods, the ſaid E. doth covenant and grant by theſe preſents, to pay, or, &c. of which, &c. the ſaid A. B. knowledgeth himſelf well and truely ſatisfied and paid, and thereof and of every parcel of the ſame, clearly doth acquit and diſcharge the ſaid I. his Heirs and Executors by theſe preſents. In witneſs, &c.

This Indenture, &c. Witneſſeth, that the ſaid R. hath bargained and ſold, &c. to the ſaid D. all thoſe his Woods and Underwoods, called and known by the name of, &c. except the Land and Soil of the ſaid Woods and Underwoods, and alſo Wayvers called Standerds of, &c. onely excepted and reſerved to the ſaid R. and to his Heirs, Executors and Aſſigns. And the ſaid T. covenanteth, &c. that he the ſaid T. his, &c. ſhall fell and carry away all the ſaid Woods,

Woods and Underwoods (except before excepted) within two years next enſuing the date of theſe preſents, at meet and ſeaſonable times in the year, ſo that the ſpring of the ſame Woods may come and grow again in due courſe.

And the ſaid T. covenanteth, &c. that he the ſaid T. his, &c. ſhall acquit, diſcharge and ſave harmleſs the ſaid R. his Executors and Aſſigns againſt all men, of, and for the payment of any manner of Tythe which ſhall happen hereafter, or ariſe to be due or demanded of and for the Woods and Underwoods ſo to be ſold, as is aforeſaid. Provided alwaies, and it is further covenanted, &c. that if it happen the ſaid T. hereafter lawfully to be interrupted, &c. by any perſon or perſons pretending any lawful Title to the premiſſes, within one year next enſuing the date of theſe preſents, ſo that he cannot or may not lawfully take, ſell, and carry away the ſaid Wood, according to the meaning of theſe preſents, and of the Covenants compriſed within the ſame: That then the ſaid R. or his Executors ſhall allow and pay unto the ſaid T. his Executors or Aſſignes the value of the ſaid Woods that ſhall happen to be lawfully taken away from the ſaid T. after the reaſonable rate and value of the ſaid Woods that ſo ſhall happen to be lawfully taken away from the ſaid T. his Executors or Aſſigns, contrary to the true meaning of theſe preſents, &c.

This Indenture made, &c. between A. of, &c. of the one part, and B. of, &c. of the other part, Witneſſeth, that the ſaid A. in conſideration that the ſaid B. at the requeſt of the ſaid A. is become pledge for the ſaid A. in the Court

of the Tolſie in *Glouceſter*, to ſtand to the Judgement of the ſaid Court, in an Action brought therein by F. M. for one hundred Pounds againſt the ſaid A. Defendant for three hundred pounds rent; ſo in conſideration of, &c. hath bargained and ſold, and by theſe preſents doth bargain and ſell to the ſaid B. all thoſe thirteen Ricks or Stacks of Barley and Wheat, ſtanding and being in, &c. about twenty five Loads in the whole. To have and to hold to the ſaid B. his, &c. for ever, to the uſe of the ſaid B. his, &c. for ever. Provided that the ſaid B. ſhall not diſpoſe of the ſaid Corn, or any part thereof, till *May* next. And if the ſaid A. his, &c. ſhall before that time diſcharge the ſaid B. of the ſaid Action, either by getting a releaſe thereof from the ſaid F. M. or otherwiſe, that then this Bargain and Sale to be void. In Witneſs, &c.

To all, &c. Know ye that I the ſaid A. B. in conſideration of, &c. have bargained, &c, and by theſe preſents do fully and abſolutely bargain, ſell and deliver unto the ſaid C.D. his, &c. all and ſingular the Goods, Chattels, Cattle and Implements of Houſhold in theſe preſents following, (*viz.*) To have and to hold to the ſaid C.D. his Executors and Adminiſtrators for ever, without any manner of reclaim, account-making, or demand whatever. Provided that I the ſaid A. B. my, &c. or any of us, pay to the ſaid C. D. his, &c. attornment, &c. the Sum of, &c. at and upon, &c. that then this preſent bargain and theſe preſents ſhall be void, any thing herein contrary notwithſtanding. And I the ſaid A. B. do by theſe preſents

ſents for me, &c. covenant, &c. that I the ſaid A. B. at the time of the enſealing and delivery of theſe preſents, am ſole, proper, right and abſolute Owner of all the ſaid Goods, Cattle, Chattels and implements; and that if I, my Executors, &c. and every of us, ſhall make default of payment of the ſaid Sum of, &c. or of any part thereof, in manner as aforeſaid, that then he the ſaid C. D. his, &c. ſhall and may quietly have and enjoy all the ſaid bargained premiſſes, without the let or interruption of any perſon or perſons whatſoever. In witneſs, &c.

This Indenture, &c. hath given and granted, and by theſe preſents doth give and grant unto the ſaid C. D. his Executors and Adminiſtrators, all the Goods, Cattle, Houſhold-ſtuff and other Implements of Houſhold, and all other the Goods and Chattles, of what nature ſoever, of him the ſaid A. B. in whoſe hands ſoever the ſame are; the Gold, Silver and Coin which the ſaid A. B. is owner of, or now hath, only excepted; To have and to hold to the ſaid C. D. his, &c. and to his and their own uſe and uſes for ever: Nevertheleſs it is agreed that the ſaid A. B. for one year next following, ſhall and may lawfully uſe or occupy the ſame granted Goods, or any of them, not making any ſpoil therein. And in conſideration hereof, the ſaid C. D. doth, &c. that he the ſaid C. D. his, &c. ſhall and will finde and provide to the ſaid A. B. during his natural Life, convenient and ſufficient Meat, Drink and Apparel, and alſo one fit and decent Room for the ſaid A. B. to lodge in ſeverally, with Fire and Candle neceſſary, and one perſon to attend him during

during his natural Life. And moreover, that it ſhall be lawful for the ſaid A. B. to make and declare his laſt Will of Goods to the value of Ten Pounds. And the ſaid C. D. his, &c. ſhall and will perform the ſame by payment of the Legacies given, according to the true meaning thereof, ſo as the ſame Legacies do not exceed Fourty Pounds. And the ſaid C. D. doth further grant for him, his, &c. to pay to the ſaid A. B. during his natural Life, the yearly Rent of, &c. at two Feaſts in the year; that is to ſay, &c. by even Portions. In witneſs, &c.

Or thus: To all, &c. Know ye that I, &c. have given and granted, and by theſe preſents do, &c. all and ſingular my Goods, Wares, Houſhold-ſtuff, Plate, Jewels, ready Money, &c. to have and to hold, levy, perceive, uſe, receive and enjoy the ſame unto the ſaid C. D. his, &c to the only uſe of the ſaid C. D. his, &c. and as his and their own proper Goods, for ever, freely and quietly, without any manner of claim or demand of me the ſaid A. B. my, &c. or any other perſon or perſons, by my means or procurement in any manner of wiſe, and without any account, reckoning, or anſwer therefore to me or any in my name to be given, rendered, or done in time to come. And I the ſaid A. B. my, &c. all the ſaid Goods, Chattels and other things before given unto the ſaid C. D. his, &c. to the uſe aforeſaid, againſt all people ſhall and will warrant and defend by theſe preſents. In witneſs, &c.

There are many kinds of Inſtruments and Preſidents, which you may finde in the Book of Preſidents.

A

A TABLE,

Shewing the beginning of every KINGS Reign from the Conquest; together with the Year of Christ, answering to every Year of each King's Reign; whereby the true date of any Deed since that time may presently be found out, the Years of the Lord beginning at the 25th of *March*.

William *the* Conqueror *began his Reign the* 15th *of* October 1066.

Anno Reg.	*Dom.*
1	1066
2	1068
3	1069
4	1070
5	1071
6	1072
7	1073
8	1074
9	1075
10	1076
11	1077
12	1078
13	1079
14	1080
15	1081
16	1082
17	1083
18	1084
19	1085
20	1086

10 *Months*, 21 *Days*.

William Rufus, Sept. 9. 1087.

Anno Reg.	*Dom*
1	1088
2	1089
3	1090
4	1091
5	1092
6	1093
7	1094
8	1095
9	1096
10	109
11	1098
12	1099

11 *Months*, 19 *Days*.

Henry I. *Aug.* 1. 1100.

Anno Reg.	*Dom.*
1	1101
2	1102
3	1103
4	1104
5	1105
6	1106
7	1107
8	1108
9	1109
10	1110
11	1111
12	1112
13	1113
14	1114
15	1115
16	1116
17	1117
18	1118
19	1119
20	1120
21	1121
22	1122
23	1123
24	1124
25	1125
26	1126
27	1127
28	1128
29	1129
30	1130
31	1131
32	1132
33	1133
34	1134
35	1135

4 *Months*, 12 *Days*.

Steph.

Steph. *Decemb.* 2. 1135.

Anno Reg.	*Dom.*
1	1136
2	1137
3	1138
4	1139
5	1140
6	1141
7	1142
8	1143
9	1144
10	1145
11	1146
12	1147
13	1148
14	1149
15	1150
16	1151
17	1152
18	1153

11 *Months*, 20 *Days*.

Hen. 2 *Octob.* 25. 1154.

Anno Reg.	*Dom.*
1	1155
2	1156
3	1157
4	1158
5	1159
6	1160
7	1161
8	1162
9	1163
10	1164
11	1165
12	1166
13	1167
14	1168
15	1169
16	1170
17	1171
18	1172
19	1173
20	2174
21	1175
22	1176
23	1177
24	1178
25	11-9
26	1180
27	1881
28	1182
29	1183
30	1184
31	1185
32	1186
33	1187
34	1188

9 *Months*, 5 *Days*.

Rich. 1. *July* 9 1189.

Anno Reg.	*Dom.*
1	1190
2	1191
3	1192
4	1193
5	1194
6	1195
7	1196
8	1197
9	1198

9 *Months*, 19 *Days*.

John, *April* 6 1199.

Anno Reg.	*Dom.*
1	1200
2	1201
3	1202
4	1203
5	1204
6	1205
7	1206
8	1207
9	1208
10	1209
11	1210
12	1211
13	1212
14	1213
15	1214
16	1215
17	1216

7 *Months*, 0 *Days*.

Hen. 3 *Octob* 19. 1216.

Anno Reg.	*Dom.*
1	1217
2	1218
3	1219
4	1220
5	1221
6	1222
7	1223
8	1224
9	1225
10	1226
11	1227
12	1228
13	1229
14	1230
15	1231
16	1232
17	1233
18	1234
19	1235
20	1236
21	1237
22	1238
23	1239
24	1240
25	1241
26	1242
27	2243
28	1244
29	1245
30	1246
31	1247
32	1248
33	1249
34	1250
35	1251
36	1252
37	1253
38	1254
38	1255
40	1256
41	1257
42	1258
43	1259
44	1260
45	1261
46	1262
47	1263

48	1264
49	1265
50	1266
51	1267
52	1268
53	1269
54	1270
55	1271
56	1272

1 *Months,*
0 *Days.*

Edw. 1. *Nov* 16. 1272.

Anno Reg.	*Dom*
1	1273
2	1274
3	1275
4	1276
5	1277
6	1278
7	1279
8	1280
9	1281
10	1282
11	1283
12	1284
13	1285
14	1286
15	1287
16	1288
17	1289
18	1290
19	1291
20	1292
21	1293
22	1294
23	1295
24	1296
25	1297
26	1298
27	1299
28	1300
29	1301
30	1302
31	1303
32	1304
33	1305
34	1306

8 *Months,*
9 *Days.*

Edw. 2. *July* 7. 1307.

Anno Reg.	*Dom.*
1	1308
2	1309
3	1310
4	1311
5	1312
6	1313
7	1314
8	1315
9	1316
10	1317
11	1318
12	1319
13	1320
14	1321
15	1322
16	1323
17	1324
18	1325
19	1326

7 *Months,*
9 *Day.*

Edw. 3. *Jan.* 25. 1326.

Anno Reg.	*Dom.*
1	1327
2	1328
3	1329
4	1330
5	1331
6	1332
7	1333
8	1334
9	1335
10	1336
11	1337
12	1338
13	1339
14	1340
15	1341
16	1342
17	1343
18	1344
19	1345
20	1346
21	1347
22	1348
23	1349
24	1350
25	1351
26	1352
27	1353
28	1354
29	1355
30	1356
31	1357
32	1358
33	1359
34	1360
35	1361
36	1362
37	1363
38	1364
39	1365
40	1366
41	1367
42	1368
43	1369
44	1370
45	1371
46	1372
47	1373
48	1374
49	1375
50	1376

1 *Month,*
7 *Days.*

Rich. 2. *June* 21. 1377.

Anno Reg.	*Dom.*
1	1378
2	1379
3	1380
4	1381
5	1382
6	1383
7	1384
8	1385
9	1386
10	1387
11	1388
12	1389
13	1390
14	1391
15	1392
16	1393
17	1394
18	1395

19	1396
20	1397
21	1398
22	1399

3 *Months*, 14 *Days*.

Hen. 4. *Sept.* 29. 1399.

Anno Reg.	*Dom.*
1	1400
2	1401
3	1402
4	1403
5	140
6	1405
7	1406
8	1407
9	1408
10	1409
11	1410
12	1411
13	1412

6 *Months*, 3 *Days*.

Hen. 5. *March* 20. 1412.

Anno Reg.	*Dom.*
1	1413
2	1414
3	1415
4	1416
5	1417
6	1418
7	1419
8	1420
9	1421

5 *Months*, 24 *Days*.

Hen 6. *Aug.* 31. 1422.

Anno Reg.	*Dom.*
1	1423
2	1424
3	1425
4	1426
5	1427
6	1428
7	1429
8	1430
9	1431
10	1432
11	1433
12	1434
13	1435
14	1436
15	1437
16	1438
17	1439
18	1440
19	1441
20	1442
21	1443
22	1444
3	1445
24	1446
25	1447
26	1448
27	1449
28	1450
29	1451
30	1452
31	1453
32	1454
33	1455
34	1456
35	1457
36	1458
37	1459
38	1460

9 *Months*, 16 *Days*.

Edw. 4. *March* 4. 1460.

Anno Reg.	*Dom.*
1	1461
2	1462
3	1463
4	1464
5	1465
6	1466
7	1467
8	1468
9	1469
10	1470
11	1471
12	1472
13	1473
14	1474
15	1475
16	1476
17	1477
18	1478
19	1479
20	1480
21	1481
22	1482

1 *Month*, 8 *Days*.

Rich. 3. *June* 22. 1483.

Anno Reg.	*Dom.*
1	1484
2	1485

2 *Months*, 5 *Days*.

Hen. 7. *Aug.* 22. 1485.

Anno Reg.	*Dom.*
1	1486
2	1487
3	1488
4	1489
5	1490
6	1491
7	1492
8	1493
9	1494
10	1495
11	1496
12	1497
13	1498
14	1499
15	1500
16	1501
17	1502
18	1503
19	1504
20	1505
21	1506
22	1507
23	1508

8 *Months*, 19 *Days*.

Hen. 8.

Hen. 8. *April* 22. 1509.

Anno Reg.	Dom.
1	1510
2	1511
3	1512
4	1513
5	1514
6	1515
7	1516
8	1517
9	1518
10	1519
11	1520
12	1521
13	1522
14	1523
15	1524
16	1525
17	1526
18	1527
19	1528
20	1529
21	1530
22	1531
23	1532
24	1533
25	1534
26	1535
27	1536
28	1537
29	1538
30	1539
31	1540
32	1541
33	1542
34	1543
35	1544
36	1545
37	1546

10 *Months*, 1 *Day*.

Edw. 6. *Jan.* 28. 1546.

Anno Reg.	Dom.
1	1547
2	1548
3	1549
4	1550
5	1551
6	1552

5 *Months*, 19 *Days*.

Mary, *July* 6. 1553.

Anno Reg.	Dom.
1	1554
2	1555
3	1556
4	1557
5	1558

4 *Months*, 22 *Days*.

Eliz. *Novem.* 17. 1559.

Anno Reg.	Dom.
1	1559
2	1560
3	1561
4	1562
5	1563
6	1564
7	1565
8	1566
9	1567
10	1568
11	1569
12	1570
13	1571
14	1572
15	1573
16	1574
17	1575
18	1576
19	1577
20	1578
21	1579
22	1580
23	1581
24	1582
25	1583
26	1584
27	1585
28	1586
29	1587
30	1588
31	1589
32	1590
33	1591
34	1592
35	1593
36	1594
37	1595
38	1596
39	1597
40	1598
41	1599
42	1600
43	1601
44	1602

4 *Months*, 15 *Days*.

Jac. *March* 24. 1603.

Anno Reg.	Dom.
1	1603
2	1604
3	1605
4	1606
5	1607
6	1608
7	1609
8	1610
9	1611
10	1612
11	1613
12	1614
13	1615
14	1616
15	1617
16	1618
17	1619
18	1620
19	1621
20	1622
21	1623
22	1624

0 *Months*, 3 *Days*.

Car. 1. *March* 27. 1625.

Anno Reg.	Dom.
1	1625
2	1626
3	1627
4	1628

5	1629	20	1644	2	1650	17	1665
6	1630	21	1645	3	1551	18	1666
7	1631	22	1646	4	1652	19	1667
8	1632	23	1647	5	1653	20	1668
9	1633	24	1648	6	1654	21	1669
10	1634	11 *Months,*		7	1655	22	1670
11	1635	3 *Days.*		8	1656	23	1671
12	1636			9	1657	24	1672
13	1637			10	1658	25	1673
14	1638	Car. 2. *Jan.* 30.		11	1659	26	1674
15	1639	1648.		12	1660	27	1675
16	1640			13	1661	28	1676
17	1641	*Anno*		14	1662	29	1677
18	1642	*Reg.*	*Dom.*	15	1663		
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